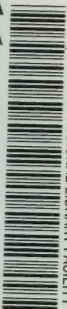


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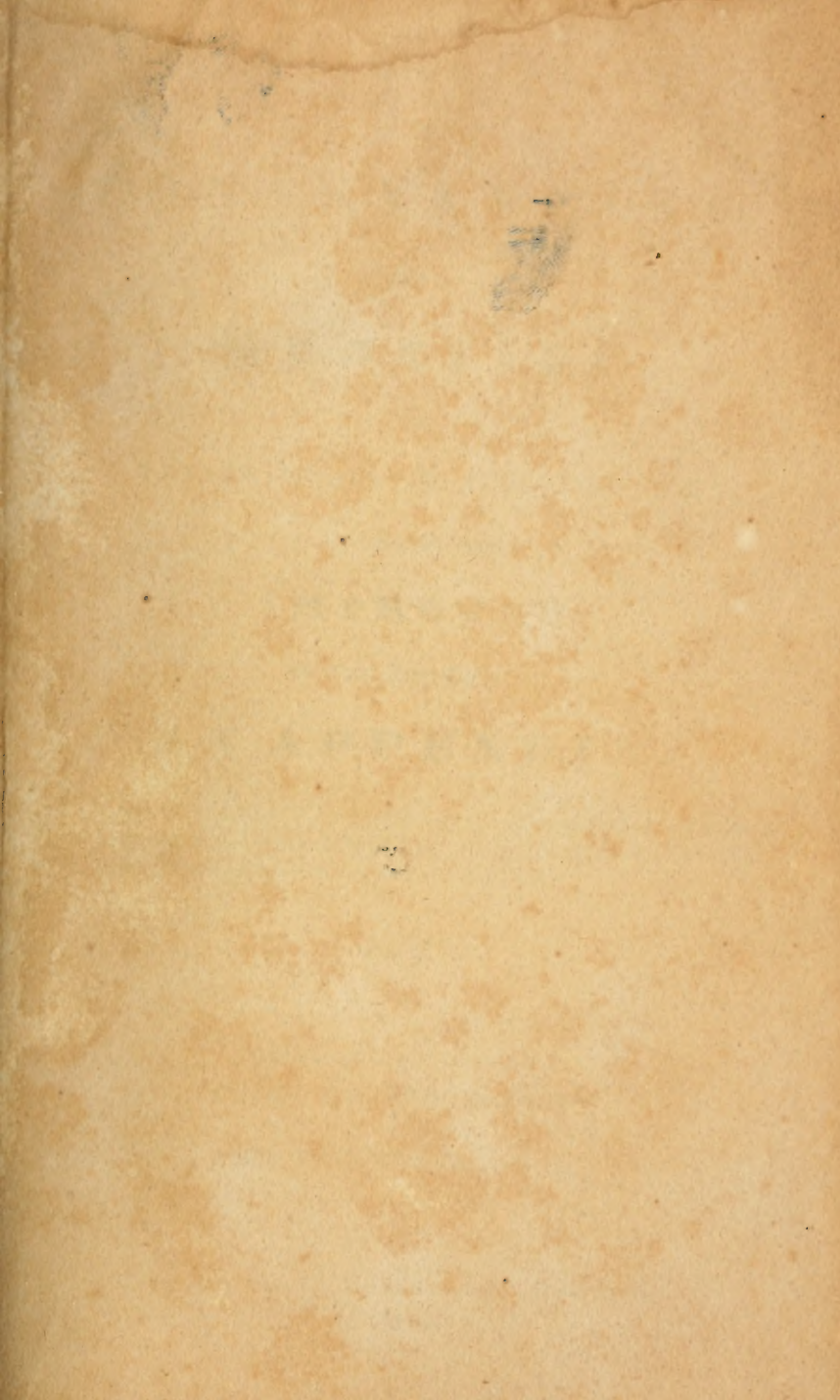
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Graydon, William
GRAYDON'S FORMS

OF

CONVEYANCING,

AND OF

P r a c t i c e

IN

VARIOUS COURTS AND PUBLIC OFFICES,

IN TWO VOLUMES,

IMPROVED

BY THE ADDITION OF

AN APPENDIX,

Containing a number of useful forms not heretofore published, together with occasional notes of Pennsylvania cases, embracing the modes of taking Acknowledgments and Proofs of Deeds, &c.

VOL. I.

ARRANGED AND CORRECTED BY

PETER THOMSON, Conveyancer,

AND

JOHN P. OWENS, Esquire,

A. WALKER, Agt. No. 24 Arch Street, Philadelphia.

1831.

T
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1831
11
Eastern District of Pennsylvania, to wit:

**** **BE IT REMEMBERED**, THAT on the seventh day of January,
L.S. in the fifty-fifth year of the Independence of the United States of America,
**** A. D. 1831, Ambrose Walker, of the said District, hath deposited in this office the title of a book, the right whereof he claims as proprietor, in the words following, to wit:

Graydon's Forms of Conveyancing, and of Practice in various Courts and Public Offices, in two volumes, improved by the addition of an Appendix, containing a number of useful Forms not heretofore published, together with occasional Notes of Pennsylvania Cases, embracing the modes of taking Acknowledgments and Proofs of Deeds, &c. vol. I. Arranged and corrected by Peter Thomson, Conveyancer, and John P. Owens, Esquire.

In conformity to the Act of the Congress of the United States, entitled "An Act for the encouragement of learning, by securing the copies of maps, charts, and books, to the Authors and Proprietors of such copies, during the times therein mentioned;"—And also to the Act, entitled "An Act supplementary to an Act, entitled "An Act for the encouragement of learning, by securing the copies of maps, charts, and books, to the authors and proprietors of such copies during the times therein mentioned," and extending the benefits thereof to the arts of designing, engraving, and etching historical and other prints."

D. CALDWELL.

Clerk of the Eastern District of Pennsylvania.

Exchange

4-12-62

11

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CONVEYANCING, &c.

Acknowledgment.

Of Sheriff's Deed.

Dauphin county, ff.

SEAL. BE IT REMEMBERED that this — day of — Anno Domini — in open court of common pleas, held at *Harrisburgh*, in and for the county of *Dauphin*, before the judges of the said court, came *F. W.* esquire, sheriff of the said county, and acknowledged the above deed-poll to be his act and deed, and desired that the said acknowledgment of the said deed might be entered of record in the proceedings of the said court, and the same was thereupon entered accordingly. In testimony whereof I have hereunto set my hand, and caused the seal of the said court to be affixed, the same day and year.

J. B. prothonotary
of the same court.

*Short Forms of same.**Dauphin county, ff.*

* * * * ACKNOWLEDGED in open court of com-
 SEAL. mon pleas for the county of *Dauphin*, the ———
 * * * * day of ——— Anno Domini ———, and entered among
 the proceedings of said court. Certified under my hand
 and the seal of my office, at *Harrisburgh*, the day and
 year aforesaid.

Dauphin county, ff.

* * * * ACKNOWLEDGED by *F. W.* esquire, she-
 SEAL. riff of *Dauphin* county, at an adjourned court
 * * * * of common pleas, held at *Harrisburgh*, for the said
 county, the ——— day of ———, Anno Domini ———.
 Witnesses my hand and the seal of the said court the
 same day and year.

*Of a Mortgage.**Dauphin county, ff.*

* * * * BE IT REMEMBERED that on the ——— day of
 SEAL. ——— A. D. ——— before me the subscriber,
 * * * * one of the justices* of the peace in and for the county
 of *Dauphin*, came the within named *A. B.* and ac-
 knowledged the within written indenture of mortgage,
 to be his act and deed, to the end that the same might
 be recorded † as such according to law. In testimony
 whereof I have hereunto set my hand and seal the day
 and year aforesaid.

J. P.

* By an act passed February 7, 1803, (vol. v. 305.) the aldermen
 of the city of Philadelphia are made competent to take and receive
 the acknowledgment or proof of all instruments of writing touch-
 ing lands, tenements or hereditaments, situate within the city ;
 and also the separate examination of any feme covert respecting
 such lands, &c.

† No deed can be recorded in Pennsylvania, until it has been
 acknowledged, or (in case the grantor be dead, or cannot appear)
 proved by the witnesses on oath or affirmation.

*Of Husband and Wife.**Dauphin county, ff.*

***** ON the — day of —, A. D. —, before me one of the judges § of the court of common pleas of the county of *Dauphin*, came the above named *A. B.* and *C.* his wife, and severally acknowledged the within written indenture as and for their act and deed, and desired that the same might be recorded as such according to law: She the said *C.* being of full age separate and apart from her said husband by me examined, and the full contents thereof made known to her, voluntarily consenting thereto. In testimony whereof I have hereunto set my hand and seal the day and year aforesaid. *J. P.*

¶ Where lands, tenements or hereditaments are sold by virtue of writs of *testatum*, the sheriff may acknowledge the deed in the court of common pleas of the county wherein the sale is made. *Read's Dig.* 69.


And where lands have been sold by his predecessor in office, the sheriff may acknowledge the deed in the county where the lands lie. *Ibid.* 73.

Of Special Bail in the Common Pleas.

“ In this action wherein *A. B.* is plaintiff and *C. D.* defendant—*E. F.* you acknowledge yourself to be indebted to the plaintiff in the sum of — dollars, to be levied of your goods and chattels, lands and tenements, upon condition that if the defendant be cast he shall pay the condemnation-money and costs, or sur-

§ Where the lands lie in a different county. Such acknowledgments may also be made before any of the judges of the supreme court, or presidents of the common pleas. *Read's Dig.* 69.

render himself a prisoner to the gaol of ——— county, otherwise you undertake to do it for him. Are you content ?”

 This must be taken by the prothonotary, or one of the judges.

Of Recognizances in the Oyer and Terminer to answer.

“*A. B.* and *C. D.* you and each of you acknowledge to owe the commonwealth of Pennsylvania, the sum of ——— dollars, to be levied of your goods and chattels, lands and tenements respectively, upon condition that if the said *A. B.* shall personally be and appear at the next court of oyer and terminer, to be held at *Reading* for the county of *Berks*, then and there to answer to all such matters and things as shall be objected against him on the part of the commonwealth, and shall not depart the said court without leave, then these recognizances to be void, otherwise to be and remain in full force and virtue. Are you content ?”

Of Recognizances in the Quarter Sessions to keep the Peace.

“*A. B.* and *C. D.* you and each of you acknowledge to owe the commonwealth of Pennsylvania the sum of ——— dollars, to be levied of your goods and chattels, lands and tenements respectively, upon condition that if the said *A. B.* shall personally be and appear at the next court of quarter sessions of the peace, to be held at *Harrisburgh*, in and for the county of *Dauphin*, then and there to answer to all such matters and things as shall be objected against him on behalf of the commonwealth, and shall not depart the said court without licence, and in the mean time shall keep

the peace and be of good behavior to all the citizens of the commonwealth, and especially toward *E. F.* then these recognizances to be void, otherwise valid. Are you content?"

Another.

"*A. B.* and *C. D.* you and each of you acknowledge to owe the commonwealth of Pennsylvania the sum of ——— dollars, to be levied of your goods and chattels, lands and tenements respectively, upon condition that if the said *A. B.* shall keep the peace and be of good behavior to all the citizens of the commonwealth, and in particular to *E. F.* for the space of twelve calendar months, then these recognizances to be void, otherwise valid. Are you content?"

Of a Recognizance in the Quarter Sessions to testify.

A. B. you acknowledge yourself to be indebted to the commonwealth in the sum of ——— dollars, to be levied of your goods and chattels, lands and tenements, upon this condition, that if you shall personally be and appear at the next court of quarter sessions of the peace, to be held at *L——*, for the county of *L——*, then and there to give evidence on behalf of the commonwealth, and shall not depart the court without leave, then this recognizance to be void, otherwise valid. Are you content?"

Of Recognizances in the Orphans' Court.

"*A. B.* and *C. D.* you and each of you acknowledge to owe *J. J. H.* esq. president of the Orphans' court of the county of *Dauphin*, and his successors in

office, the sum of — dollars, [*double the amount of the valuation*] to be levied of your respective goods and chattels, lands and tenements, upon this condition, that if the said *A. B.* shall and do, within twelve months from this time, pay or cause to be paid unto the widow and other children of *E. B.* deceased, their several and respective shares of and in the valuation of the real estate of the said deceased, then these recognizances to be void, otherwise valid. Are you content?"

Another.

"*A. B.* and *C. D.* you and each of you acknowledge to owe *J. J. H.* esq. president of the Orphans' court of the county of *Dauphin*, and his successors in office, the sum of — dollars, [*double the amount of the valuation*] to be levied of your respective goods and chattels, lands and tenements, upon this condition, that if the said *A. B.* shall and do, within twelve months from this time pay or cause to be paid unto the other children of *E. B.* deceased, their several and respective shares of and in the valuation of that part of the real estate of the said deceased, adjudged and confirmed to the said *A. B.* then these recognizances to be void, otherwise valid. Are you content.

¶ These acknowledgments must be taken by the clerk, in open court.

Of Recognizances in Foreign Attachment.

"In this action of foreign attachment, wherein *A. B.* is plaintiff, and *C. D.* defendant, *E. F.* and *G. H.* you and each of you acknowledge to owe the said *C. D.* the sum of — dollars, to be levied of your respective goods and chattels, lands and tenements, upon condition that if the said *C. D.* shall, within a year

and a day next following, by himself or attorney, come into court and disprove or avoid the debt recovered by the said *A. B.* against him, or shall discharge the same, with costs, that then the said *A. B.* shall restore to the said *C. D.* the goods or effects or value thereof, by the said *A. B.* attached and condemned, or so much thereof as shall be disproved or discharged, or else you and each of you undertake to do it for him. Are you content?"

Of a Writing in English with a copy in another Language.

— — — — County, }
state of Pennsylvania, ss. }

This — — day of — —, A. D. — —, before me the subscriber, prothonotary of the court of common pleas of the said county of — —, personally appeared the above named *A. B.* who in my presence did acknowledge the foregoing instrument of writing, whereof the following [*or annexed*] purports to be a true translation, to be his voluntary act and deed, and by him delivered to the therein named *C. D.* for the purposes therein mentioned, the name and seal thereunto subscribed and affixed, being the proper hand and seal of him the said *A. B.*

* * * * In testimony whereof I have hereunto set my
SEAL. hand, and affixed the seal of the said court.
* * * * at — —, the day and year aforesaid.

E. F. Proth'y.

Another form.

— — — — County, }
state of Pennsylvania, ss. }

This — — day of — —, A. D. — —, before me the subscriber, prothonotary of the court of common pleas

of the said county of —, personally appeared the above named *A. B.* who in my presence did sign, seal and deliver the foregoing instruments of writing, both in the German and English languages, (each purporting to be a true translation of the other) to the within named *G. D.* as the voluntary act and deed of him the said *A. B.* for the purposes therein mentioned; the name and seal thereunto subscribed and affixed, being the proper hand and seal of him the said *A. B.*

* * * * In testimony whereof I have hereunto set my
 SEAL hand, and affixed the seal of the said court
 * * * * at —, the day and year aforesaid.


E. F. Proth'y.

Of Recognizances of a Sheriff and his Sureties.

“ You *A. B. C. D.* and *E. F.* do acknowledge that you owe unto the commonwealth of Pennsylvania — * dollars, to be levied and made of your several goods and chattels, lands and tenements, upon condition that if you *A. B.* shall and do, without delay, and according to law, well and truly serve and execute all writs and process of the commonwealth of Pennsylvania, to you directed, and shall and do from time to time, upon request to you for that purpose made, well and truly pay, or cause to be paid, to the several suitors and parties interested, in the execution of such writs or process, their lawful attornies, factors, agents or assigns, all and every sum and sums of money to them respectively belonging, which shall come to your hands; and shall and do from time to time, and at all times during your continuance in the office of sheriff of the county of —, well and faith-

* For the sum required of the sheriffs of the different counties. see vol. v. of acts, 497.

fully execute and perform all and singular the trusts and duties to the said office lawfully appertaining, then this recognizance to be void, or else to be and remain in full force and virtue." Taken and acknowledged the — day of — in the year of our Lord one thousand eight hundred and —, before me *G. H.* recorder in and for the county of —.

 The coroner of every county, before he shall execute any of the duties of his office, shall enter into a similar recognizance, in one fourth of the sum required of the sheriff of the same county, "that he will well and truly perform all and singular the duties to the said office of coroner appertaining." See the form of a bond, also required of sheriffs and coroners, under title "BOND."

Acquittance.

For Money received on a Purchase.

KNOW ALL MEN by these presents, that I *John Roe*, of, &c. do hereby acknowledge myself, upon the day of the date hereof, to have received of *Andrew Allen* of, &c. the sum of — of lawful money, &c. being the last payment and in full of — by him paid, as the consideration of the purchase of a certain plantation and tract of land, situate, &c. by me the said *John Roe* sold and conveyed to the said *Andrew Allen*. And of the said whole sum of — and of every part and parcel thereof, I the said *John Roe* do by these presents, for me, my heirs, executors, and administrators, acquit and discharge the said *Andrew Allen*, his heirs, executors, and administrators, for ever. IN WITNESS, &c.

General Form.

RECEIVED the —— day, &c. of *Thomas Cole*, the sum of —— in full for —— and of all demands.

☞ A general receipt will discharge all debts except such as are on specialty, which can only be discharged by something of equal force, viz. some other specialty, such as a general release, &c.

For Rent paid.

Received the —— day, &c. of *Thomas Cole*, the sum of —— cash, which with —— more paid by the said *Thomas Cole* for taxes and repairs, making in the whole ——, is in full of one year's rent of the house and lot he now occupies, situate in ——, due the —— last.

For Money received of a third person.

Received the —— day, &c. of *Thomas Cole*, by the hands of *James Porter*, the sum of ——, in full of ——, bought by the said *Thomas Cole* of me.

For Money received for the use of another.

Received the —— day of, &c. of *Thomas Cole* the sum of —— in full for work done by *John Riley* for the said *Thomas Cole*. Received same by the order, and for the use of the said *John Riley*.

For Money received in part of a Bond.

Received the —— day of, &c. of *Thomas Cole* the sum of —— in part payment of a greater sum, due to me on bond by the said *Thomas Cole*.

For Interest due on Bond.

Received the —— day of, &c. of *Thomas Cole*, the sum of —— in full for one year's interest of —— due to me the —— day of —— last, on bond, by the said *Thomas Cole*.

¶ Such payments on bond, ought also to be indorsed thereon.

For a Legacy.

Received the —— day of —— of *Thomas Cole*, executor of the last will and testament of *Charles Cobb*, deceased, the sum of —— in full of a legacy bequeathed to me in and by the last will and testament of the said *Charles Cobb*, deceased.

To an Administrator.

Received the —— day of, &c. of *Thomas Cole*, administrator of the goods and chattels, rights and credits of *Richard White*, late of —— deceased, the sum of —— in full of a debt due to me by the said *Richard White* in his life time, for ——

For a promissory Note given for a book-debt.

Received the —— day of, &c. of *Thomas Cole*, a promissory note, payable to me or order —— after date, for —— due to me for certain goods bought by the said *Thomas Cole*, which, when paid, is in full of all demands.

For an Order drawn upon a third person.

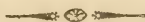
Received the — day of, &c. of *Thomas Cole*, an order drawn in my favor upon *James Roe*, for the sum of — upon sight, which, when paid, is in full of all demands I have against the said *Thomas Cole*.

For the consideration Money of a Conveyance.

Received the day and year within written, of the within named *John Doe*, the sum of —, being the full consideration money within mentioned.

For Writings left in a person's Hands.

Received the — day of, &c. of *Thomas Cole*, of, &c. four several deeds or conveyances; one of them purporting to be a lease of, &c. and made between, &c. another of them to be an assignment of the said lease, and made between, &c. &c. For which several deeds or writings I hereby engage to be accountable, and to re-deliver the same to the said *Thomas Cole* on demand. Witness my hand, the day and year aforesaid.



Affidavit.

Where the Debt or Damage exceeds 100 dollars.

<i>John Doe,</i>	}	In the Common Pleas of York county.
vs.		
<i>Richard Roe.</i>		

York County, ss.

BEFORE me *A. B.* esquire, prothonotary of the court of common pleas in and for the county of York,

personally appears *John Doe*, the plaintiff above named, who being duly sworn according to law, deposeth and saith, that he doth truly believe that the debt due by *Richard Roe*, the defendant above named, to him the said *John Doe*, exceeds the sum of one hundred dollars. [*Or, that the damage sustained by him the said John Doe from Richard Roe, the defendant in the above action, exceeds, &c.*] *John Doe.*

Sworn and subscribed the
 — day of —, before me,
A. B.

NOTE If a suit is brought in court without the above affidavit being previously filed, and the plaintiff recovers less than 100 dollars, he shall recover no costs.

To an Account.

—— County, ss.

On the — day of —, before me the subscriber, one of the justices of the peace, in and for the county of —, personally came *A. B.* of, &c. and being duly sworn according to law deposeth and saith, that the above account as stated is just and true—that the above sum of — is now justly due and owing to this *deponent* by the above named *C. D.* and that he the said *A. B.* never received the same, nor any part thereof, either directly or indirectly, nor any other person for him, by his order, consent or direction, or to his knowledge, and further saith not. *A. B.*

Sworn and subscribed
 before me, *J. P.*

Common form of an Oath by kissing the Book.

“You do swear that ——— So help you God.”

Of a Witness on a Trial.

“You do swear that the evidence which you shall give to the court and jury in this issue joined, wherein *A. B.* is plaintiff, and *C. D.* defendant, shall be the truth, the whole truth, and nothing but the truth. So help you God.”

*Oath of Voir dire.**

“You do swear that you will true answers make to all such questions as shall be asked you by the court, touching the matter now before them. So help you God.”

Form of an Oath by lifting up the right Hand.

“You do swear by Almighty God, the searcher of all hearts, that you will ———, and that as you shall answer to God at the great day.”

Form of Affirmation.

“You do solemnly, sincerely, and truly, declare and affirm, that ———.”

☞ According to the laws of Pennsylvania only such “as conscientiously refuse to take an oath,” can be admitted to affirm. *See Read's Digest*, 2.

Oath of Grand Jury.

“You do swear that you will diligently inquire, and true presentment make, as well of all such matters and

* Where it is prayed, upon a trial at law, that a witness may be sworn whether he shall get or lose by the matter in controversy, this is called a *VOIR DIRE*; and if it appears that the witness is disinterested, his testimony is allowed, otherwise not. 3 *Black.* 332.

things as shall be given you in charge, as of those things which you shall know to be presentable here—the commonwealth's counsel, your fellows and your own, you shall keep secret—you shall present no one for envy, hatred, malice, or ill will; neither shall you leave any one unpresented through fear, favor, affection, reward, gain, or any hope thereof—but you shall present all things truly, as they shall come to your knowledge, to the best of your understanding. So help you God.”

It 'Tis usual to administer this oath to the *foreman* first, saying, “you do swear that as foreman of this grand inquest, you will, &c.” and then to give the book to three or four of the jurors, saying, “you and every of you do swear, that the same oath which your foreman hath taken to observe and keep on his part, you and every of you, will well and truly observe and keep on your parts. So help you God.”

Oath of Traverse Jury.

“You and every of you do swear* that you will well and truly try the issue joined between *A. B.* plaintiff, and *C. D.* defendant, and a true verdict give, according to the evidence, unless dismissed by the court, or the cause withdrawn by the parties. So help you God.” See vol. VII Acts, 563.

Another Form.

“You do swear that you will well and truly try, and true deliverance make, between the commonwealth,

* A Jew must be sworn on the Old Testament, and with his hat on. 2 *Str.* 821. A Mahometan must be sworn upon the Koran. 2 *Str.* 1104. The evidence of a Gentoo, sworn according to the ceremonies of his own religion, is admissible, and the testimony of all infidels, who are not atheists, is to be received. 1 *Str.* 21.

and the prisoner at the bar, whom you shall have in charge, and a true verdict give according to your evidence : So help you God."

Oath of a Constable attending upon a Jury.


" You do swear that you will keep this jury, without meat, drink, fire or candle : you will suffer none to speak to them, neither will you speak to them yourself, but only to ask them whether they are agreed : So help you God."

Oath of a Witness to the Grand Jury.

" You do swear that the testimony you shall give to the grand inquest for the body of the county of *Bucks*, upon such bills of indictment, whereto you shall be examined, shall be the truth, the whole truth, and nothing but the truth. So help you God."

Oath of Attorney or Practitioner at Law.

" Thou shalt behave thyself in the office of attorney within the court, according to the best of thy learning and ability, and with all good fidelity, as well to the court as to the client : Thou shalt use no falsehood, nor delay any person's cause for lucre or malice."

 No attorney or practitioner at law shall be admitted to make any plea at the bar, except in his own case, without taking the above qualification, by oath or affirmation. *Read's Dig.* 24.

Oath of Clerks of Markets.

" You do swear that you will well and truly, to the best of your skill and judgment, do and perform all things enjoined and required of you, as clerk of the market, by the laws of this state. So help you God."

§ 2. The clerks of the several markets within the state of Pennsylvania, before they enter upon the execution of their offices, shall take the above oath or affirmation before some magistrate or justice of the city, borough or county, wherein they shall reside. *Read's Dig.* 48.

Oath of Constable.

"You shall well and truly execute the office of a constable for the township of *Halifax*, the ensuing year, and until you shall be legally discharged."

Oath of Overseer of the Poor.

"You do swear that you will discharge the office of overseer of the poor, truly, faithfully and impartially, to the best of your knowledge and ability. So help you God."

§ 3. Every overseer shall before he enters upon the execution of his office, take the above oath or affirmation, which any alderman in the city of Philadelphia, or any justice in the county, is authorized to administer. *Read's Dig.* 296.

By an act of assembly passed March 11, 1809, the overseers of the poor are in future to be elected and appointed by the same persons, at the same time, and in the same manner as supervisors of the highways. *See vol. ix.* 41.

Oath of Appraisers of Goods distrained for Rent.

"You *M. Q.* do swear that you will well and truly, according to the best of your understanding, appraise the goods and chattels of *D. M.* distrained on for rent, by *Z. H.* So help you God."

☞ This oath the sheriff, under-sheriff or constable, who is aiding and assisting in making the distress, are empowered and required to administer. The appraisers are to receive for their trouble the sum of two shillings *per diem* each. See *Read's Dig.* 202.

Oath of Deputy-surveyor.

“ I, *A. B.* do swear, [or, “ *do solemnly, sincerely and truly declare and affirm*”—being conscientiously scrupulous of taking an oath,] that I will do and perform the duties of the office of deputy-surveyor, with fidelity and impartiality to all men.”

☞ This oath, or affirmation, shall be taken before one of the justices of the supreme court, or one of the justices of the peace of the proper county, and the same being put into writing, signed by the officer taking the same, and by the said justice, shall be filed in the office of the clerk of the peace of the county wherein such officer shall execute his said office. *Read's Dig.* 217.


It shall be lawful for deputy-surveyors, or their regularly authorized assistants, to administer an oath or affirmation to the persons employed as chain-carriers, obliging each of them, to the faithful performance, of the duty of chain-carriers. *Vol. v. Acts*, 668.

Oath of Notary Public.

“ You do swear, that you shall and will well and faithfully perform the duties of your office of notary public, and that you shall and will support the constitution of the commonwealth of Pennsylvania : So help you God.” *Read's Dig.* 270.

Oath of Sheriff.

“ I, *A. B.* do swear [*or affirm*] that I will use my utmost endeavors and diligence in making an impartial selection of persons for jurors, and that I will not suffer partiality, favor or affection, hatred, malice or ill-will, in any case or point whatever relating to the selection, drawing and returning of jurors, to influence me, but that I will, in all respects, conform to the true intent and meaning of the acts of the general assembly in such case made and provided.”

 This oath, or affirmation, is to be taken, besides the usual oath or affirmation of office, as required by the constitution and laws of Pennsylvania. And in case of inability (occasioned by death, resignation or otherwise) of any sheriff in discharging the duties enjoined upon him by this act, the coroner of the proper county shall perform such duties; but before he enters upon the discharge thereof, he shall take the oath or affirmation above prescribed. VII vol. Acts 186.

All executive and judicial officers, both of the united states and of the several states, shall be bound by oath or affirmation, to support the constitution of the united states; but no religious test shall ever be required as a qualification to any office, or public trust, under the united states. *Art. vi. Const. U. S.*

All officers executive and judicial, shall be bound by oath or affirmation to support the constitution of this commonwealth, and to perform the duties of their respective offices with fidelity. *Art. viii. Const. Penn.*

Oath of an Inspector of the General Election.

“ I, *A. B.* do swear, [*or, solemnly, sincerely and truly declare and affirm*] that I will duly attend at the

ensuing election, during the continuance thereof, as an inspector, and that I will not receive any ticket or vote from any person or persons, other than those I shall firmly believe are, according to the provisions of the act, entitled "An act to regulate the general elections within this commonwealth," entitled to vote at the said election, without requiring such evidence of their right to vote as is directed to be given by the said act; nor will I vexatiously delay or refuse to receive any vote from any person I shall believe is entitled to vote as aforesaid, but will in all things truly, impartially and faithfully perform my duty therein, to the best of my judgment and abilities."

Oath of a Judge of the General Election.

"I, M. M. do swear [or, solemnly, sincerely and truly declare and affirm] that I will as one of the judges, duly attend the ensuing election, during the continuance thereof, and faithfully assist the other judges and inspectors in carrying on the same; that I will not give my consent that any vote or ticket shall be received from any person or persons, other than those I shall firmly believe are, according to the provisions of the act, entitled "An act to regulate the general elections within this commonwealth," entitled to vote at the said election, without requiring such evidence of their right to vote as is directed to be given by the said act; and that I will use my best endeavors to prevent any fraud, deceit or abuse, in carrying on the same by citizens qualified to vote or others; and that I will make a true and perfect return of the said election, and in all things truly, impartially and faithfully perform my duty respecting the same, to the best of my judgment and abilities."

*Oath of a Clerk * of the General Election.*

"I A. B. do swear, [or, solemnly, sincerely and truly declare and affirm] that I will impartially and truly write down the name of each elector, who shall vote at the ensuing election, which shall be given me in charge, and also the name of the town, township, ward or district, wherein such elector resides, and carefully and truly write down the number of votes that shall be given for each candidate at the election, as often as his name shall be read to me by the judges thereof, and in all things truly and faithfully perform my duty respecting the same, to the best of my judgment and abilities."

¶ Any judge of the court of common pleas, alderman, or justice of the peace, who may be present at the election, shall administer the above oaths or affirmations; but if no such be present, or cannot be conveniently had, one of the judges, after first having the above oath or affirmation administered to him by one of the other judges, shall administer the oaths and affirmations to the other judges, and to the inspectors and clerks. See *Read's Dig.* 102, &c. Vol. v. Acts, 669.

¶ Various other affidavits will be found under title PROCESS, where it was thought advisable to insert them, in order to preserve a connection in the proceedings.

* Clerks must be of the age of twenty one years or more. *Read's Dig.* 102.

Agreement.

For the Sale of a Freehold Estate.

MEMORANDUM, That it is agreed between *Andrew Archer*, of the one part; and *Benjamin Bower*, of the other part: That the said *Andrew Archer* shall, on or before the *first* day of *November* next, make out a good title unto, and by good and sufficient conveyances in the law convey and assure unto the said *Benjamin Bower* and his heirs, free from all encumbrances whatsoever, [except an annuity, or rent charge of forty shillings a year, issuing out of the premises and payable to the poor of the borough of —, in the county of — and state of —] ALL those three freehold messuages or tenements with the appurtenances, in *second-street* in the said borough of —, now or late let for *sixty pounds* a year, together with the policies of insurance from fire of the said premises; and all locks, bolts, bars, cocks, cisterns, and other fixtures * therein belonging to the said *Andrew Archer*: And that the said *Benjamin Bower* shall receive the rents of the said premises from the *twentieth* day of *August* last: And the said *Andrew Archer* shall pay all arrears of taxes, and the said annuity to the poor, up to that time: In consideration whereof the said *Benjamin Bower* doth hereby agree to pay to the said *Andrew Archer* the sum of *four thousand dollars* on executing such conveyances as aforesaid: And it is hereby further agreed between the said parties, that the said *Ben-*

* By almost general custom, whatever is strongly affixed to the freehold or inheritance, and cannot be severed from thence without violence or damage, is become a member of the inheritance, and shall thereupon pass to the heir; as chimney-pieces, pumps, old fixed or dormant tables, benches, and the like. 2 BL. 432.

Benjamin Bower, shall be at the charge of the deeds for conveying to him the said premises; and that all attested copies of title deeds and covenants to produce the same, and also a fine and recovery, if necessary, shall be at the charge of the said *Andrew Archer*. IN WITNESS whereof the said *Andrew Archer* and *Benjamin Bower* have hereunto set their hands and seals, the ——— day of ———

¶ Where the title deeds cannot be delivered up, some provision should be made as to the expense of the attested copies, and the covenants to produce them, which will otherwise fall upon the vendor; and where the estate is sold in many lots, and the title-deeds are numerous, nearly the whole purchase money may, perhaps, be exhausted. The vendor must at his own expense furnish the purchaser with an *abstract* of his muniments, and deduce a clear title to the estate: The abstract ought to mention every encumbrance whatever affecting the estate, and should, therefore, contain an account of every judgment by which the estate is affected; but equity considers it complete whenever it appears, that upon certain acts done, the legal and equitable estates will be in the purchaser; which may be long before the title can be completed. The strict rule seems to be, that the vendor must procure the fee, to be vested either in himself, or a trustee for him; and that a purchaser is not compellable to bear the expense of a long conveyance, on account of the legal estate having been outstanding for a length of time, or the estate being subject to encumbrances, which are to be paid off. It is not, however, usual to insist upon this, unless the title cannot be perfected without a private act of parliament; in which case, the expense of obtaining it is always borne by the vendor. Unless there be an express stipulation to the contrary, the expense of the conveyance falls on the purchaser;

who, must in that case prepare and tender the conveyance. The expence attending the *execution* of the conveyance, is however always borne by the vendor.

If a purchaser cannot obtain the title-deeds, he is, as we have already seen, entitled to attested copies of them at the expence of the vendor, unless there be an express stipulation to the contrary : and although he may not be entitled to the possession of the deeds, yet he has a right to inspect them, and the vendor must produce them for that purpose.

But a purchaser is not entitled to attested copies of instruments on record.

This was decided in the case of *Campbell v. Campbell*, where the master, in taxing costs incurred by the sale of considerable estates, disallowed the charges for attested copies of deeds and documents upon record ; and upon exceptions to his report on that account coming on, the master of the rolls over-ruled them, and held that a purchaser was not entitled to such copies at the expence of the vendor.

In some cases, however, a purchaser can obtain attested copies even of instruments on record. For a purchaser is entitled to examine the abstract with the original title-deeds, or with attested copies of them : and, therefore, if a vendor has not the instrument itself, and cannot obtain it, he is bound to procure an attested copy of it, to enable the purchaser to ascertain that the abstract is correct ; and when it is obtained, the purchaser is of course entitled to it on the completion of the purchase ; unless indeed the vendor retains other estates holden under the same title.

In a case before lord Rosslyn, where there was an agreement that the vendor should produce the original title-deeds, his lordship construed it, not only as an en-

engagement to produce the title-deeds, but as a negative stipulation, that he should not give attested copies.

This was certainly presuming a great deal. Lord Eldon has since thought that the pressure of the stamp duties led to that decision; and it is probable that a similar case would now receive a different determination.

Where a purchaser cannot claim the title-deeds, it is of great importance to him to obtain attested copies of them. But attested copies are not of themselves sufficient security to a purchaser, as they are indeed mere waste-paper against strangers, and cannot be used upon an ejectment, unless, perhaps, as between the parties themselves. Therefore, in order to enable a purchaser to effectually manifest and defend his title and possession, he is also entitled, at the expense of the vendor, to a covenant to produce the deeds themselves, at the expense of the purchaser; which should in most cases be carried into effect by a separate deed. And where a vendor retains the deed by which the estate he is selling was conveyed to him (which is mostly the case when it relates to other estates), it seems advisable for the purchaser to require a memorandum of his purchase to be endorsed on such deed.

It may be here remarked, that although a purchaser of part of an estate has taken a covenant for the production of the deeds, yet if they afterwards come into his possession by accident, no person can recover them from him who has not a better right to them than he has.

Supposing a purchaser to be entitled to the custody of the deeds themselves, yet if any of them be lost, and the vendor can deliver over copies which would be admitted as evidence at law, the purchaser will be compelled to take the title.

It frequently happens that a person having a covenant for production of the title-deeds to his estate, sells only part of the estate, and retains his purchase deeds, and the covenant to produce the deeds ; and in such cases it is the practice for the vendor to enter into the usual covenant for production of the title-deeds in his possession, which of course would include the original covenant to produce the deeds. But it seems that Mr. Fearne thought that a purchaser was, in cases of this nature, entitled to require the vendor to covenant for the production of the deeds to such an extent as the covenant in the vendor's possession entitled him to the production thereof, unless he could procure a new covenant for that purpose, from his grantors to the new purchaser ; but that such covenant from the vendor should not be enforced, in case he produced the original covenant to produce the deeds, when it should be required to defend the purchaser's title.

It is not unusual to insert a proviso in a deed of covenant to produce title-deeds, for determining the covenant, in case the vendor sell the part of the estate retained by him, and procure the person to whom the estate is sold, and the title-deeds are delivered, to enter into a similar covenant with the first purchaser, for production of the title-deeds.

There are few cases in which judgments should not be searched for on the part of the purchaser ; and if there is any reason to suspect the vendor, it is absolutely necessary to search immediately before the conveyance is executed, lest any judgments may have been entered up during the treaty. Although if any judgments are entered up after the purchase-money, being an adequate consideration, is actually paid, equity would relieve the purchaser, against the judgments, notwithstanding that they were entered up previously

to the execution of the conveyance ; the vendor being, in equity, only a trustee for the purchaser, and a judgment being merely a general lien, and not a specific lien on the land : and this equity prevails, whether the judgment creditor had or had not notice of the contract.

It seems advisable to ask the vendor, or his attorney, whether there are any encumbrances which do not appear on the abstract ; for if he answer in the negative, the search for judgments may be postponed until immediately before the execution of the conveyance ; and if there are any judgments, and the purchase cannot be completed on that account, the purchaser can recover all his expenses from the vendor. But it does not seem perfectly clear, that the purchaser would be entitled to recover the expense of the conveyance, unless he had inquired after, or searched for encumbrances before it was prepared.

It is usual to search for judgments against a vendor, only from the time he purchased the estate ; but this practice is not correct, as judgments bind after purchased lands, and will consequently affect such lands even in the hands of a purchaser.

Judgments do not, it seems, bind leasehold estates till writs of execution are taken out upon them, and delivered to the sheriff. And yet, upon purchase of a leasehold estate, judgments must be searched for ; because the sheriff will not permit his office to be searched, for any writ of execution which may have been delivered there, lest the purposes of the writ should be defeated, by the party against whom it is issued absconding, or removing his goods. Therefore, although the judgment will not of itself bind the leasehold estate, yet the purchaser cannot safely complete his contract, where he discovers a judgment, as he cannot be satis-

fied that an execution issued upon it, has not been lodged with the sheriff. When we consider how many valuable leasehold estates are daily brought into the market, we shall perhaps think that the legislature would do well to enact, that writs of execution *intended to bind leasehold estates* shall be docketed in like manner as judgments, and that where the estate lies in a register county they shall be registered.

It may be useful to observe, that if a purchaser is damaged by his solicitor neglecting to search for encumbrances, it is clear, that he may recover at law, against the solicitor, for any loss occasioned by his negligence. So if the chief clerk, whose duty it is to enter up and docket judgments, neglect to do so, by which a purchaser, who has made the proper searches, sustains any loss, he the purchaser, has a remedy against the clerk by an action on the case. *See Sugden's Law of Vendors, &c. passim.*

As to encumbrances, the encumbrancer must at his charge acknowledge satisfaction on record or assign, as the case may require. If this was not so, a purchaser after having fixed his price with the seller, might be saddled with another year's purchase or more, for the expense of conveyances; and the more debts and encumbrances the seller had charged on the estate, the dearer would be the estate to the purchaser.

Purchasers expect to find all these matters easy and clear, and if they are not so, it's incumbent on the sellers to inform them of the truth of the case, and not to keep them in ignorance. A title to dower is as much an encumbrance as a grant of a rent-charge to a stranger for life, (to the amount of one third of the value of the land) to commence on the seller's death.

As to the costs of searching the records for judgments, statutes, &c. if nothing is found but what was before disclosed to the purchaser, then the costs ought to be borne by the purchaser, for the vendor was in no default.

The fees to counsel should be paid by the purchaser. It is the practice, and to name his counsel himself.

The expense of making the abstract belongs also to the purchaser : He employs therein his own solicitor, who takes such methods to lay a proper exposition of the state of the title before the counsel, as he sees most conducive to the interest of his client.

As to the procuring the title deeds to be lent, in order to be laid before counsel, the expense of that, if any, must lie on the vendor, whose business it is to shew the deeds, and produce every thing that tends to evidence the title.

Conveyances that are accurately drawn, generally contain a grant of all deeds, evidences, and writings, touching the premises, and true copies of all such other deeds, &c. as concern the premises, jointly with any other lands ; such copies to be taken at the expense of the purchaser, his heirs and assigns. The precedent books are all to that effect for these last 100 years, and it is the practice, though sometimes this falls very heavy on the purchaser.

N. B. Sometimes this distinction—That, in case the vendor chooses or is under a necessity to keep back part of the title deeds, in that case, he must give copies of such deeds as are necessary to make out his title at his own expense ; but if the purchaser takes part of the title deeds, and should afterwards have occasion for copies of any other of the deeds from the vendor, these copies must be at the purchaser's expense. See 1 *Williams' Conveyancing*, 33.

For building a House, &c.

Be it remembered, That on this — day of — it is agreed between *James Meade* of —, and *Seth Doan* of —, in manner and form following, to wit, The said *Seth Doan* for the considerations herein after mentioned, doth for himself, his executors and administrators, covenant, promise, and agree, to and with the said *James Meade*, his executors, administrators and assigns, that he the said *Seth Doan*, or his assigns, shall and will within the space of *nine months* next after the date hereof, in good and workmanlike manner, and according to the best of his art and skill, at —, well and substantially erect, build, set up, and finish, one house or messuage according to the draught or scheme hereunto annexed, of the dimensions following, viz. ———

And to compose the same with such stone or brick, timber, and other materials, as the said *James Meade*, or his assigns, shall find and provide for the same: in consideration whereof the said *James Meade*, doth for himself, his executors, and administrators, covenant and promise to and with the said *Seth Doan*, his executors, administrators, and assigns, well and truly to pay or cause to be paid, unto the said *Seth Doan*, his executors, administrators, or assigns, the sum of — dollars in manner following, to wit, — dollars part thereof at the beginning of the said work, — dollars more, another part thereof, when the said work shall be half done, and the remaining — dollars in full for the said work, when the same shall be completely finished: And also that he the said *James Meade*, his executors, administrators, or assigns, shall and will at his and their own proper expense find and provide all the stone, bricks, timber, shingles, and other materials, necessary for making and building the said house. And for the performance of all and every the articles and agreements above mentioned, the said *James*

Meade and *Seth Doan*, do hereby bind themselves, their executors, administrators, and assigns, each to the other in the penal sum of ———, firmly by these presents. In witness, &c.

To pull down an old Farm House, and build a new one.

Articles of agreement made, &c. between *William Love*, of, &c. esquire, of the one part, and *Adam Pain*, of, &c. carpenter, of the other part, as followeth, that is to say, The said *Adam Pain*, for himself, his executors and administrators, doth covenant, promise and agree to and with the said *William Love*, his heirs, executors, administrators and assigns, as followeth, that is to say, that the said *Adam Pain*, his executors, administrators or workmen, shall and will forthwith, for the consideration herein after mentioned, at his, their, some or one of their proper costs and charges, pull down one old farm-house at *Paxton*, in the said county of *Dauphin*, now in the tenure of *David Humes*, yeoman, tenant to the said *William Love*. And also, that he the said *Adam Pain*, his executors or administrators, shall and will, at his or their own charges, well and effectually erect, build, complete and finish, (on or near the ground where the old farm-house now stands or lately stood), one good and substantial new farm-house, according to a plan or draught hereunto annexed, and with such materials, thickness of walls and scantlings of timber, and with such windows, pavements, and conveniences, and in such manner and form as is herein after stipulated and expressed, that is to say, the first story to be nine feet high in the clear, the second story to be nine feet high in the clear, the garrets to be six feet six inches high in the clear; the foundation of the house to be one foot six inches deep below the sill of the front door, the said foundation to be two bricks thick to the top of the parlor floor; the

foundation next to the wash-house and cellar to be two feet deeper, by reason of sinking the said cellar lower than the house; the walls of the house to be one brick and half thick from the ground to the plate of the roof, or top of the garret floor, the gable ends on each side of the chimney to be one brick thick in the garret floor; the roof to be covered with good pine shingles, laid on heart-laths of oak; the kitchen and passage to be paved with good hard well burnt stock bricks; the parlor to be boarded with yellow pine free from sap, and laid on good round ground joists of oak; to wainscot the parlor with square pine plank wainscot, with shutters to the windows in the said parlor and kitchen; to make a good substantial partition between the passage and kitchen of pine plank, with a framed door to the said partition; to line the jambs of the kitchen chimney with whole pine, with a shelf, and a pair of spit racks over the said chimney: to put up a dresser with three shelves in the said kitchen; to make the outside door-cases of oak scantling seven inches by five inches, with strong pine doors, glazed, legged, and battened; to put on a good lock and key and two iron bolts to each outside door; all the window frames to be made with oak sills, the rest of the said frames of yellow pine free from sap, the scantlings four inches by three inches; all the girders of the said building to be twelve inches by nine inches: all the joists to be seven inches by three inches; the rafters of the roof to be five inches by three inches; all the said joists and rafters to be laid not to exceed thirteen inches asunder; to lay all the floors in the chambers and garrets with yellow pine free from sap; to make all the steps of the stairs of whole pine free from sap; to enclose all the chambers with good substantial partitions of yellow pine, with framed doors in the said partitions with one iron latch to each inside door of the house: to put a good pine skirting round the rooms of eight inches wide to prevent the walls from

breaking; to line the jambs of the chimnies with pine plank, with a shelf over each chimney; to lath and plaister all the cieing and garrets, and render all the brick walls and whiten the same, to put in twelve good sashes of pine or well seasoned walnut, with neat pine calings; each window to contain twenty-four lights, of eight by ten inches each; to put good clear glass in the said sashes, well secured with putty; to put a handsome pine cornish under the front eaves of the house; to do all the outside painting three times in oil, and to do all the inside painting, as wainscot and partitions and chimney-pieces, &c. once in size and twice in oil; to build a cellar and pantry and brew-house, as the said plan or draught hereunto annexed directs, with three rooms over the same; the pavement of the brew-house and cellar to lie two feet six inches below the floor of the house; the foundation of brick-work to be carried up three feet high, and one brick and a half thick; the upper part of timber, and paned with brick, the timber for the said brick paning not to exceed two feet asunder from each other, a funnel of brick work to be carried up, in order to hang a copper under; to make three rooms over the said cellar and brew-house and pantry, and board the said three rooms with old boards, if there shall be enough that are good and sound; if not, then to make good what shall be wanting with new boards; to plaister all the cieings and walls of the said rooms, and to put up one whole pine dresser and six whole pine shelves in the pantry; to make the roof of the said three rooms of the same scantlings as the roof of the dwelling-house, and to cover the same as the said house is to be covered; to do all carpenters, bricklayers, plumbers, glaziers, plaisterers, smiths, and painters work, in good, substantial, and workman-like manner, according to the plan or draught hereunto annexed; and also, that he the said *Adam Pain*, his executors or administrators,

shall and will well and effectually build, complete and finish the said farm-house, and all other the work hereby undertaken and agreed to be built, finished and completed, in manner and form, and according to the method hereby, and by the said plan or draught hereunto annexed, prescribed, agreed and expressed, on or before the — day of — next ensuing the day of the date of these presents; in consideration whereof the said *William Love*, for himself, his heirs, executors and administrators, and every of them, doth covenant, promise and agree, to and with the said *Adam Pain*, his executors, administrators and assigns, by these presents, that he the said *William Love*, his executors or administrators, shall and will well and truly pay, or cause to be paid, unto the said *Adam Pain*, his executors, administrators or assigns, the sum of, &c. in manner following, that is to say, the sum of — dollars part thereof, at the laying of the chamber floors of the said house; the sum of — dollars other part thereof, at the covering in of the said building, and the sum of — dollars other part thereof, at the carrying up all the stairs, and laying all the floors and pavements, and glazing and enclosing the said building; and the sum of — dollars, residue of the said sum of — dollars, within twenty-one days next after the said new farm-house shall be completed and finished; and all other work hereby undertaken and agreed to be performed, finished and completed, shall be so performed, finished and completed, in manner and form, and according to the true intent and meaning of these presents. And lastly, it is hereby farther agreed by and between the said parties hereto, that it shall and may be lawful to and for the said *Adam Pain* to have all the materials, of what sort or kind soever they are, that are now, or lately were standing in the said old farm-house, to be fully and wholly the property of him the said *Adam Pain*, to have liberty to make use of all such of the said

old materials as shall be found and good, and fitting to use again in the said now intended building. And to the intent that the utmost of the charge of the above mentioned building may be fully known, and that the expence need not exceed the sum of — dollars, it is hereby agreed by both parties, that no verbal orders or agreements given or made by either party, in any case whatsoever, shall be any ways binding to each other (except such particular shall be under the hand and seal of such of the said parties as shall make any alteration in the foregoing articles'. And lastly, it is farther agreed between the said parties, that if any dispute shall arise relating to the performance of the foregoing articles, that the same shall forthwith be left to the determination of two indifferent persons, the one to be named by the said *William Love*, and the other by the said *Adam Pain*, as arbitrators, or to such umpire as shall be chosen by the said arbitrators in case of their disagreement; and what award or umpirage shall be made and given up in writing under their several hands and seals, if so required, shall be final, provided the same be so made within fourteen days after the said persons shall be so named and chosen as aforesaid. In witness, &c.

For sale of an Estate.

Articles of agreement, indented, made, concluded and agreed upon, the *tenth* day of *November*, in the year of our Lord one thousand eight hundred and *ten*, between *Abel Adams*, of, &c. *yeoman*, of the one part, and *Caleb Drew*, of, &c. *merchant*, of the other part, as follows, to wit.

The said *Abel Adams*, for the consideration herein after mentioned, doth, for himself, his heirs, executors, and administrators, covenant, promise, grant and agree,

to and with the said *Caleb Drew*, his heirs and assigns, by these presents, that he the said *Abel Adams*, shall and will, on or before the *first* day of *May* next ensuing the date hereof, at the proper costs and charges of the said *Abel Adams*, his heirs and assigns, by such deed or deeds of conveyance, as he or they, or his or their counsel learned in the law, shall advise, well and sufficiently grant, convey and assure, unto the said *Caleb Drew*, his heirs and assigns, in fee simple, clear of all encumbrances, *all that, &c.*

In consideration whereof the said *Caleb Drew*, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *Abel Adams*, his heirs and assigns, by these presents, that he, the said *Caleb Drew*, his heirs, executors and administrators, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *Abel Adams*, his executors, administrators or assigns, the sum of *fifteen hundred* dollars, in manner following, to wit, *five hundred* dollars, part thereof, on the delivery of the deed for the premises; — *dollars* more thereof, on the *first* day of *May*, which will be in the year of our Lord one thousand eight hundred and *eleven, &c.*

And for the true performance of all and every the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors and administrators, unto the other, his executors, administrators and assigns, in the penal sum of *three thousand* dollars, firmly by these presents. In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first afore written.

☞ Where an estate has been in a family for a long time, or the title has not been recently investigated, it might be adviseable for the owner to have an abstract of his title submitted to counsel, and any objections

which occur to it, cleared up previously to a contract being entered into for sale of the estate. By this precaution the vendor will avoid any delay on his part, which might impede the sale from being carried into effect by the time stipulated; and will, in many cases, be preserved the expense necessarily attending tedious discussions of a title. Another advantage of this measure is, that if there should be any defect in the title, which cannot be cured, it would only be known to the agents and counsel of the vendor, which is of the utmost importance; for, it frequently happens, that a defect in a title, by being discovered to persons, not concerned for the vendor, comes to the knowledge of the person interested in taking advantage of it, by which many titles have been disturbed. *Sigden 10.*

Another.

Articles of agreement had, made, concluded and agreed upon this — day of —, in the year of our Lord —, between *Adam Abel*, of —, of the one part, and *John Bell*, of —, of the other part.

First, the said *Adam Abel* in consideration of the sum of *one thousand dollars* to him in hand paid by the said *John Bell*, at or before the sealing and delivery of these presents, and of the further sum of *two thousand dollars*, to be paid as herein after is mentioned, doth hereby for himself, his heirs, executors and administrators, and every of them, covenant, promise and agree to and with the said *John Bell*, his heirs, executors and administrators, and every of them by these presents, that he the said *Adam Abel*, his heirs and assigns, and all and every other person and persons whomsoever, claiming or to claim any right, title, or interest under him or any other person or persons whomsoever, of, in, or to the — and premises hereafter mention-

ed) shall and will at the proper costs and charges of the said *John Bell*, his heirs and assigns, (except fees to counsel on or before the — day of — next ensuing, by such conveyances, assurances, ways and means in the law as he the said *John Bell*, his heirs or assigns, or his or their counsel shall reasonably devise, advise or require, well and sufficiently grant, sell, release, convey and assure to the said *John Bell* and his heirs, or to whom he or they shall appoint and direct, all that, &c. situate, &c. now in the tenure or occupation of *Thomas Meadows*, or his assigns, with covenants to be therein contained, that the said premises at the time of such conveyance, is free from all encumbrances * and demands whatsoever, [*except, &c.*] and all other usual and reasonable covenants. In consideration whereof, the said *John Bell* for himself, his heirs, executors, administrators and assigns, doth hereby covenant, promise and agree to and with the said *Adam Abel*, his heirs, executors and administrators, by these presents, that he the said *John Bell*, his heirs, executors or administrators, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *Adam Abel*, his heirs, executors or administrators, the aforesaid sum of *two thousand dollars*, at the time of executing the said conveyances.

And for the true performance of all and every the covenants and agreements aforesaid, each of the said

* With the exception of a vendor, or his agent, suppressing an encumbrance, or a defect in the title, it seems clear, that a purchaser cannot obtain relief against a vendor for any encumbrance, or defect in the title, to which his covenants do not extend; and therefore, if a purchaser neglect to have the title investigated, or his counsel overlook any defect in it, he appears to be without a remedy. A purchaser will be entitled to relief, on account of any latent defects in the estate, or the title to the estate, which were not disclosed to him, and of which the vendor, or his agent, was aware. *Sugg. Jan 7.*

parties to these presents doth hereby bind himself, his heirs, executors and assigns, in the penal sum of *six thousand dollars*.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered, &c.

Another.

Articles of agreement, indented, made, concluded and agreed upon the — day of —, in the year of our Lord —, between *Anthony Brown*, of, &c. of the one part, and *Conrad Dice*, of, &c. of the other part, as followeth :

First, The said *Anthony Brown*, in consideration of the sum of *twelve hundred dollars* of lawful money of the United States, to be paid as is herein after mentioned and agreed, doth covenant and agree with the said *Conrad Dice*, that he the said *Anthony Brown* shall and will, at the proper costs and charges in the law, of the said *Conrad Dice*, on or before, &c. next ensuing, by such conveyances, ways and means in the law, as the counsel of the said *Conrad Dice* shall reasonable advise, devise and require, well and sufficiently grant, convey and assure to the said *Conrad Dice*, his heirs and assigns, or to whom he or they shall appoint, and to such uses as he or they shall direct, *all those messuages, &c.*

And the said *Conrad Dice* for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said *Anthony Brown*, his heirs and assigns, that he the said *Conrad Dice* shall and will, on executing the said conveyance or conveyances, pay or cause to be paid to the said *Anthony Brown*, his

heirs or assigns, the said sum of *twelve hundred dollars*, as and for the purchase money for the said *messuage* and premises above mentioned.

And it is further agreed by and between the said parties to these presents, that the said *Conrad Dice*, his heirs and assigns, shall and may on or before, &c. next, enter into and upon the said *messuage* and premises, and from thence receive and take the rents, issues and profits thereof, to his and their own uses.

And lastly, for the due performance of all and singular the covenants and agreements aforesaid, the said *Anthony Brown* and *Conrad Dice*, do bind themselves, their heirs, executors and administrators, each to the other, his executors, administrators and assigns, in the penal sum of *two thousand four hundred dollars* of lawful money of the United States, firmly by these presents. In witness whereof the said parties to these presents have hereunto *interchangeably* * set their hands and seals, the day and year above written.

Sealed and delivered
in the presence of

¶ Where difficulties arise in making out a good title, the purchaser should not take possession of the estate, until every obstacle is removed. Purchasers frequently take this step, under an impression, that it gives them an advantage over the vendor; but this is a false notion; such a measure would, in most cases, be deemed an acceptance of the title.

If, however, the objections to the title be remediable, and the purchaser be desirous to enter on the estate, he may venture to do so; provided the vendor will sign a memorandum, importing that the possession ta-

* When this word is inserted, it shows there ought to be two parts.

ken by the purchaser, shall not be deemed a waiver of the objections to the title.

And a purchaser may safely take possession of the estate, at the time the contract is entered into, as he cannot be held to have waived objections, of which he was not aware; and if the purchase cannot be completed on account of objections to the title, he will not be bound to pay any rent for the estate, unless the occupation of it has been beneficial to him. *See Sugden 9.*

For sale of Household Goods, &c. as they shall be appraised.

Articles, &c. between *Ann Rose*, of, &c. and *Benjamin Winslip*, of, &c.

It is hereby mutually covenanted and agreed by and between the parties to these presents, that all and singular the household goods, utensils and implements of household furniture, which are the property of and belong to her the said *Ann Rose*, and now are about or belonging to a messuage now in her occupation, called, &c. shall at the joint and equal charge of them the said parties, be appraised and valued by *Conrad Wise* and *Daniel Little*, (being two persons chosen by the said parties as appraisers for that purpose) on or before the *tenth* day of *this instant*, on or before which day they the said appraisers shall in writing, by them signed, give their valuation of the said goods to the said parties hereto; and in case the said appraisers shall differ in such valuation, then they shall elect and choose a third skilful indifferent person, as an umpire to determine and value the same, whose valuation thereof within three days next after his election shall be conclusive and final therein to each of the said parties thereto, in as much his valuation be by him then signed and giv-

en, or tendered to the said parties. And the said *Ann Rose* doth hereby covenant with the said *Benjamin Winship*, that she the said *Ann Rose* (immediately after such valuation made by the said appraisers or umpire of the said goods) shall and will make an absolute bill of sale, and give possession of all the said goods so valued, unto the said *Benjamin Winship*, at the price or sum of money the same shall be so appraised and valued at as aforesaid. And the said *Benjamin Winship* doth hereby covenant with the said *Ann Rose*, that he the said *Benjamin Winship*, will accept and take the said goods at the price the same shall be so appraised and valued at as aforesaid; and that he the said *Benjamin Winship*, at the time of her the said *Ann Rose's* executing such bill of sale, and delivering him quiet possession of the said goods, according to such valuation thereof, shall and will then pay or sufficiently secure to be paid, to the said *Ann Rose*, the sum of money for which such goods shall be so valued at as aforesaid. And lastly, for true performance, &c. [*Penalty.*]

In witness, &c.

For bearing equal Charges in a Law Suit, to be brought for the recovery of an Estate.

Articles, &c. between *Matthew Brown*, of, &c. of the first part, *Charles Dixon*, of, &c. of the second part, *Ezekiel Camp*, of, &c. of the third part, *Francis Barney*, of, &c. of the fourth part, *Giles Goby*, of, &c. of the fifth part, and *Henry Hodge*, of, &c. of the sixth part, in manner and form following, to wit.

Whereas *Thomas Snatch* of, &c. and *Titus More*, of &c. have set up a claim to a certain tract or parcel of land, founded on an entry and survey made by *John Zane*, of, &c. and pretend that the bounds and limits thereof do extend to, and are in and upon some of the respec-

tive lands of the said *Matthew Brown, Charles Dixon, Ezekiel Camp, Francis Barney, Giles Goby, and Henry Hodge*, which lie adjacent next or near unto the said survey, but which they conceive [*they have an older and a better title to, or*] not to be within the bounds, limits or precincts of the said survey, by reason whereof some or divers suit or suits is or are likely to arise, be brought or commenced: And whereas it is agreed by and between the said parties, that if any such action or actions, suit or suits be brought or commenced against any or either of them, at any time or times hereafter, that they and every of them do and shall bear and pay their respective shares and parts of the damages and costs thereof: Now these presents witness, that the said *Matthew Brown, Charles Dixon, &c.* and every of them, do hereby covenant, promise and agree, to and with each other, that they the said *Matthew Brown, Charles Dixon, &c.* and every of them, their and every of their executors, administrators and assigns, shall and will pay and bear their respective equal shares and parts of all the costs and damages of all and every such action and actions, suit and suits, as at any time or times hereafter shall or may be brought by or against them, or any or either of them. In witness, &c.

Between a Tradesman, and his Factor.

Articles, &c. between *Robert Cutts*, of, &c. of the one part, and *Item Few*, of, &c. of the other part.

Whereas the said *Robert Cutts*, hath contracted and agreed with the said *Item Few*, to employ him as a factor in *New-Orleans*, for him the said *Robert Cutts*, for the vending, selling, and uttering of all such wares and merchandises, as he the said *Robert Cutts* shall consign and send unto the said *Item Few*, in his now dwelling-house in *New-Orleans*, for and during the space

and term of *five* years, to commence from the day of the date hercof : whereupon it is covenanted, &c. by and between the said parties, and each of them the said parties, by and for himself, his executors and administrators, doth covenant and grant to and with the other of them the said parties, his executors and administrators, in manner and form following, viz. That he the said *Item Few*, shall and will not only accept and take into his house, trust charge, and custody, all such wares and merchandises, as he the said *Robert Cutts* shall upon his account, or which shall belong unto him, send and consign unto the said *Item Few*, to be vendcd and sold ; but also shall do his best endeavor to vend and sell the same to and for the only use and benefit of the said *Robert Cutts*, to the best profit and advantage, and in the best manner that he the said *Item Few* can or may perform, and that from time to time, and at all times during the said space, &c. to commence, &c. as aforesaid. Also that he the said *Item Few*, shall not only keep, or cause to be kept, a just and true book or books of account and reckoning in writing, of all such wares and merchandises, as he the said *Robert Cutts* shall from time to time during the said term, consign unto the said *Item Few*, and shall so come to his charge and custody, and to whom, and at what rates and prices, and at what time and times the same shall be sold and vendcd by him the said *Item Few*, but also, well and truly pay and deliver unto the said *Robert Cutts*, his executors, administrators, or assigns, all such monies, specialties, and other things, as shall come to the hands of or shall be received by the said *Item Few*, for the said wares, &c. during the term aforesaid, together with all such wares, &c. as before the same account shall appear to be received by the said *Item Few*, and not sold at the end of the said term. Also, that he the said *Item Few*, shall be true and faithful unto the said *Robert Cutts*, in the selling and vending all wares, &c.

during the said term, and not defraud or defeat the said *Robert Cutts*, in any of the premises, wilfully, or to his knowledge, but shall endeavor to vend the said, &c. to able men, for the best prices and shortest time of payment, as he conveniently can. Also, that the said *Item Few*, shall not during the said *five* years, deal or trade as factor for any other person or persons, for the buying or selling of any wares, &c. but only for him the said *Robert Cutts* as aforesaid. Also, in consideration of which factorship so to be done and performed, by the said *Item Few*, as aforesaid, he the said *Robert Cutts*, doth hereby for himself, &c. covenant, &c. to pay to him the said *Item Few*, his, &c. the sum of, &c. per annum, and also the sum of, &c. for portorage, and other like charges. Also, that the said *Robert Cutts*, shall not at any time during the said *five* years, consign, or send unto the said *Item Few*, any wares, &c. that shall belong unto any other person or persons, but such as shall properly belong to him the said *Robert Cutts* only. In witness, &c.

For the making of Bricks.

Articles of agreement indented, &c. between, *John May*, of &c. of the one part, and *Obed Clay*, of, &c. of the other part, viz.

The said *Obed Clay*, for the considerations hereunder mentioned; doth hereby for himself, his executors and administrators, covenant, contract, and agree, to and with the said *John May*, his executors, administrators and assigns, as followeth, viz.

That he the said *Obed Clay*, his executors, administrators, servants, workmen, or assigns, shall and will within the space of *seven months*, to be accounted from the date hereof, at his and their own proper costs and charges, and with good and sufficient materials, make or cause to be made in the township of *Paxton*,

for the said *John May*, of good, hard, well burnt and lawful bricks, to be all of them full four inches broad, full eight inches three-fourths long, and full two inches and a half thick when burnt off, and at his and their like charge, deliver, or cause the same to be delivered, by such parcels and quantities from time to time, at the house of the said *John May*, at *Middletown*, as the same shall be demanded, or occasion shall require, for carrying on his buildings there. In consideration whereof, the said *John May*, for himself, his executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said *Obed Clay*, his executors, administrators and assigns, that he the said *John May*, his executors, administrators and assigns, shall and will provide the ground and place wherein to dig the earth for, and to make the said bricks upon, and also truly pay, or cause to be paid unto the said *Obed Clay*, his executors, administrators or assigns, *three* dollars for every thousand of the said bricks to be made and delivered as aforesaid, viz. *one hundred* dollars, part thereof, after the said *Obed Clay* has dug three weeks in the ground towards making the said bricks, and upon the said *Obed Clay*, and his son *Obed Clay*, jun. giving their security by bond for the same, till the value thereof shall be delivered of the said bricks, to or for the said *John May* as aforesaid, after the value of the said *one hundred* dollars shall be delivered in as aforesaid, then he and they shall and will pay all the remainder of the said money to grow due as aforesaid, as the residue of the said quantity of bricks shall be delivered in from time to time; and if, after the said quantities shall be so delivered, *John Hod*, bricklayer, and *John Oaks*, carpenter, the workmen of the said *John May*, shall judge and declare the said bricks to be *bona fide* worth of their goodness, *three* dollars per thousand, above the sum before agreed and mentioned; then he the said *John May* shall and

will further pay the said *Obed Clay*, the said ~~three~~ dollars per thousand for every thousand of the said bricks above the said ~~three~~ dollars per thousand to be paid as aforesaid, when all the said quantity shall be made and delivered according to the meaning of these presents. [*Penalties.*] In witness whereof, &c.

For Wheat Sold.

Memorandum, It is agreed by and between *Adam Rye*, of, &c. and *Daniel Web*, of, &c. That he the said *Daniel Web*, in consideration of three hundred bushels of wheat sold to him this day by the said *Adam Rye*, and by him agreed to be delivered to the said *Daniel Web*, free of all charges and expenses whatsoever, on or before &c. next, shall and will pay, or cause to be paid to the said *Adam Rye*, or his assigns, within three months, after such delivery, the sum of *three hundred* dollars. And the said *Adam Rye*, in consideration of the agreement aforesaid of the said *Daniel Web*, doth promise and agree, on or before, &c. aforesaid, at his own proper expense, to send in and deliver to the said *Daniel Web*, or his assigns, the said three hundred bushels of wheat, so sold to him as aforesaid, and that he the said *Adam Rye*, shall and will warrant the same to be good, clean and merchantable grain. In witness, &c.

Between a Master and Overseer about the management of a Farm.

Articles, &c. between *Abel Pain*, of, &c. of the one part, and *John Speck*, &c. of the other part, as followeth, viz.

Whereas the said *Abel Pain* hath agreed with and hired the said *John Speck*, to be his overseer for the

well ordering, improving and managing for the best and most profit and advantage of the said *Abel Pain*, in good husband-like manner as herein after is mentioned, all that farm, messuage or tenement, barns, stables, out-houses, lands, meadows and pasture ground, with the appurtenances thereunto belonging, now in the tenure or occupation of the said *Abel Pain*, situate lying and being in *Paxton*, and commonly called or known by the name of *Pain's Tolly*, for the term of *one* year from the *first of April* next coming after the date hereof, and so from year to year afterwards for and during the term of *two* years more, if he the said *Abel Pain* shall think fit to entertain the said *John Speck* in his said service, and not otherwise, at and for the yearly salary or wages of *three* hundred dollars, payable quarterly as herein after is mentioned: Now it is thereupon covenanted, granted, concluded and agreed, by and between the said parties to these presents, for themselves, their executors, administrators and assigns, in manner and form following, that is to say, the said *John Speck* for himself, his, &c. doth covenant, &c. to and with the said *Abel Pain*, his, &c. by, &c. that he the said *John Speck*, shall and will with the assistance hereinafter covenanted, to be afforded to him by the said *Abel Pain*, in a good husband-like manner, and at seasonable times in the year, from time to time during so long as he shall continue in the said service of the said *Abel Pain*, well and sufficiently plough and keep in tillage the number of ——— acres, little more or less, parcel of the farm aforesaid, every year yearly, and shall and will leave ——— acres thereof, to be laid fallow every other year, and plough the same ——— acres three times before it be sowed again; and shall sow or plant the remaining ——— acres at seasonable times in the year with such corn and seed as the said *Abel Pain*, his executors or assigns, shall from time to time direct and appoint; and the same so sown or planted shall in good

husband-like manner harrow or plough : And that he the said *John Spack*, with the workmen to be furnished him by the said *Abel Pain*, shall, from time to time, during the term of three years, or so long thereof as he shall remain in the said service of the said *Abel Pain*, at seasonable times in the year, in a good husband-like manner gather, husk and crib all the corn, and reap, cut down, and shock all the grain that shall stand, grow, or be in or upon the said farm, or any part thereof, and do all other things that shall be convenient for making the same fit to be housed, and then shall fetch in and lay up the same in the barn belonging to the farm : And also, well and sufficiently repair, maintain, keep and amend the fences and enclosures of or belonging to the said farm and premises, in, by, and with all needful and necessary reparations and amendments during the said term : And shall and will manure all the meadows of the said farm from the first day of April to the twenty-first day of June, or so much longer every year during so long of the said term of three years as he shall continue in the said service of the said *Abel Pain*, his executors or assigns, as shall be convenient for hay : And shall and will also, at seasonable times in the year yearly, during the said term in good and husband-like manner, mow all the said meadows, and in like manner make up all the hay, and fetch and carry it from the said meadow to the yard belonging to the said farm, and there lay it up in a stack or stacks : And shall and will lay all the dung, soil and compost, that shall be made in or about the yards and out-houses belonging to the said farm, and such other dung and soil as the said *Abel Pain* shall buy or provide for that purpose, to and upon such part of the lands and grounds of the said farm as the said *Abel Pain* or his executors or assigns, shall from time to time direct and appoint ; and at seasonable times in the year shall there spread the same : And shall also go with the team of,

the said *Abel Pain*, to the highways, from time to time when lawfully required, there to repair and amend the same, and at all other times, do and perform all such works and business with the said team as the said *Abel Pain* shall from time to time reasonably order, think fit and appoint : In consideration of all which premises, he the said *Abel Pain*, for himself, his executors, administrators and assigns, doth covenant, grant and agree, to and with the said *John Speck*, his executors and assigns by these presents, in manner and form following, that is to say, that he the said *Abel Pain*, his executors, administrators or assigns, shall and will well and truly pay, or cause to be paid, unto the said *John Speck*, the said yearly rent, sum or salary of *three* hundred dollars, during so long of the aforesaid term of three years, as he the said *John Speck* shall continue in the said service and employment of the said *Abel Pain*, on the four quarterly days, that is to say, on the first days of April, July, October and January, in equal portions, and shall during the same time allow him to occupy with his family, the following premises, viz. — ; and shall moreover furnish him with workmen of the following descriptions, viz. —, to be under his control and direction for the purposes herein before particularly mentioned. In witness whereof, &c.

Between an Attorney, and his Clerk.

Articles of agreement, indented, covenanted, confirmed and agreed upon, between *Thomas Baxter*, of the city of *Trenton*, and state of *New-Jersey*, attorney at law, of the one part, and *Riley Bob*, of the same place, yeoman, and *Absalom Bob*, son to the said *Riley Bob*, of the other part, as followeth, viz.

The said *Thomas Baxter*, in consideration of the sum of *five* hundred dollars, to him now paid by the

said *Riley Bob*, at *Trenton*, the receipt whereof is hereby acknowledged, doth at the instance of and by and with the consent of the said *Absalom Bob*, testified by his being a party to and executing hereof) agree to take and accept of him the said *Absalom Bob*, as his clerk, from the day of the date hereof, for and during and unto the full end and term of *five* years next ensuing : And he the said *Absalom Bob*, (by and with the consent of his said father *Riley Bob*, also testified by his being a party to and executing hereof) hath, and by these presents doth put and place himself to and with the said *Thomas Baxter*, his master, to serve him as his clerk from the day of the date hereof, for the said term of *five* years, during which term he the said *Absalom Bob*, shall faithfully serve him the said *Thomas Baxter*, his secrets keep, and his lawful commands obey and perform ; and shall not absent himself from the service of his said master, without his consent during the said term ; nor unduly spend or waste any of his said master's monies, goods or chattels, or of any of his clients, which shall be in the custody of, or intrusted with him by, his said master, during the said term ; but shall at all times during the said term, truly account for, pay and deliver to his said master, his executors, or assigns, all and every such sum and sums of money, writings and other things, which he the said *Absalom Bob*, shall receive, have or take, of, from, or be intrusted, for or on account of his said master or any of his clients.

And the said *Thomas Baxter*, in consideration of the aforesaid premises, doth hereby covenant and agree to and with the said *Riley Bob* and *Absalom Bob*, and to and with each of them, by these presents, in manner as follows, viz. That he the said *Thomas Baxter*, during the said term of *five* years, shall use his best endeavors to instruct and inform the said *Absalom Bob*, in the profession of the law, and practice of an attorney

of the several courts wherein he the said *Thomas Baxter* shall use and practise during the said term; and that he the said *Thomas Baxter*, at the end of the said five years, shall and will at the request and charge of the said *Absalom Lob*, use his best endeavors to procure him the said *Absalom Lob* to be admitted and licensed to practise as an attorney in the said courts, &c. In witness, &c.

Between a House-keeper and his Lodger.

Memorandum, It is agreed by and between *Andrew Bowen* of —, and *Conrad Doe*, of —, as follows, viz. The said *Andrew Bowen*, in consideration of the rent hereinafter mentioned and agreed to be paid to him, hath letten to the said *Conrad Doe*, one room, up two pair of stairs forwards, part of the now dwelling-house of the said *Andrew Bowen*, situate in —, together with the furniture at present standing therein, that is to say, one table, &c. To HOLD to the said *Conrad Doe* for the term of two years, to commence from the first of April next, at the yearly rent of *fifteen* dollars, to be paid quarterly, to wit, on the first days of July, October, January and April.

The said *Conrad Doe*, in consideration hereof, agrees to pay the aforesaid yearly rent of *fifteen* dollars, at the times above limited for payment thereof; and at the end of the term, or in case of any default in payment, shall and will, on request of the said *Conrad Doe*, or his assigns, immediately yield and deliver up to him or them, the peaceable and quiet possession of the said room, together with the whole furniture, he, from the first entrance thereon, there found and possessed, in good and sufficient plight and condition, reasonable wear and tear only excepted. In witness, &c.

With a Clerk or Workman.

It is agreed, this *first* day of *May*, in the year —, between *Isaac Roe*, and *John Bell*, both of —, in manner following, to wit :

The said *John Bell*, covenants and agrees faithfully, truly and diligently, to write [*or work*] for and act as the clerk [*or journeyman*] of him the said *Isaac Roe*, from the day of the date hereof, for and during the space of one whole year, if so long both parties live, without absenting himself from the same ; during which time he the said *John Bell*, will resort to the said *Isaac Roe's* office [*or shop*] in —, and there attend, and do and perform the clerkship [*or work*] aforesaid, without revealing any of the secrets of the said *Isaac Roe*, his occupation or business.

In consideration of which service so to be performed, he the said *Isaac Roe* covenants and agrees, to allow and pay to the said *John Bell*, the sum of —, by four equal quarterly payments, or oftener if required : Provided nevertheless, that when and as often as the said *Isaac Roe* hath not writing [*or work*] sufficient to keep the said *John Bell* in employ, then and so often, during such time, it shall be lawful for the said *John Bell*, to do any other business, for his own use, and on his own account ; but if it should happen that the said *John Bell* fall sick, or shall be absent from the office [*or shop*] of the said *Isaac Roe*, when he has employment for him ; then such absent time shall be deducted, allowed for, and made up to the said *Isaac Roe*. And for the true performance of all and singular the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors, and administrators, unto the other, his executors, administrators and assigns, in the penal sum of —, firmly by these presents. In witness, &c.

For the sale of a parcel of Trees growing, and liberty to cut down and carry them away, &c.

Articles of agreement inented, &c. between *Richard Humes*, of —, of the one part, and *Elias Mays*, of —, merchant, of the other part, in manner following, that is to say :

The said *Richard Humes*, in consideration of —, to him in hand paid, at —, by the said *Elias Mays*, the receipt whereof is hereby acknowledged, and in consideration of the further sum of —, to be paid him by the said *Elias Mays*, his executors, or administrators, as hereunder is mentioned, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said *Elias Mays*, his executors, administrators and assigns, — of the oak trees, now standing and growing in and upon the lands and grounds belonging to the several farms, called —, or any of them, in the county of —, now in the tenure of, &c. which the said *Elias Mays*, his executors or assigns, shall think fit to choose, and take from all or any of the said farms, and the lands and grounds thereunto belonging, or to any of them, together with the tops and bark of and belonging to the said — trees hereby sold. And the said *Richard Humes* for himself, his executors, administrators, and assigns, doth covenant, promise and agree, to and with the said *Elias Mays*, his executors, administrators, and assigns, by these presents, that at all or any time or times, until the —, which will be in the year of our Lord —, he the said *Elias Mays*, his executors, workmen, servants or assigns, shall and may have free liberty of ingress, egress and regress, into and from all or any part of the lands and grounds belonging to the farms aforesaid, or any of them, with horses, carts and carriages, to choose, take, sell, cut down and carry away the said — trees, and the tops and bark thereof, to and for his and their

own use and uses ; and like liberty to make and dig sawpits in convenient places in the said grounds, and therein to saw, cut out, and convert all, or so many of the said trees as he or they shall think fit, for the better conveniency or carriage thereof. And the said *Elias Mays*, for himself, his executors, administrators, and assigns, doth covenant, promise and agree, to and with the said *Richard Humes*, his executors, administrators and assigns, by these presents, as followeth, that is to say, that within the time aforesaid, he the said *Elias Mays*, his executors, administrators, workmen or assigns, will choole out, and at his and their own charge fell, cut down, and carry away the said — trees so sold to him as aforesaid ; and in consideration and in full for the purchase thereof, shall and will truly pay, or cause to be paid, unto the said *Richard Humes*, his executors, administrators or assigns, the sum of —, in the manner following, viz. — part thereof on the — next ensuing the date of these presents, and the remaining sum of —, on the — next following. [*Penalty as before.*] In witness, &c.

With a Manager.

Articles of agreement, &c. The said *John Hacket*, for the consideration hereinafter mentioned, doth covenant and agree, well, truly and faithfully to serve the said *John Ross*, *John Lesher* and *John Yoder*, their heirs and assigns, as their book-keeper, overseer and manager, at their furnace at —, wherein he is skilled, from the *fifteenth* day of *March*, now next ensuing, for and during the term of one whole year thence next ensuing, and fully to be complete and ended, during which term, he the said *John Hacket*, shall and will be ready, at all times, to render just and true accounts, unto the said owners, of all work, matters and

things, to be done or performed at the furnace aforesaid; and shall and will deliver unto each of them, the said owners, their heirs and assigns, respectively, at the bank of the furnace aforesaid, one full and equal third part of all the pig-iron which shall be made at the furnace aforesaid, and shall not nor will, at any time during the said term, wilfully neglect or depart from the said service or employment, nor do or cause, or willingly suffer to be done, any act or thing whatsoever, to the prejudice of the said owners, their heirs or assigns, in their furnace or concerns aforesaid, or otherwise howsoever; but on the contrary shall and will demean, behave himself, order and direct all workmen, servants, and persons employed in the furnace aforesaid, to do their work, service and duty, to the utmost of his skill, knowledge and ability, and for the most profit and advantage of the said owners. And the said owners, for themselves, their heirs and assigns, do covenant and agree, to and with the said *John Hacket*, his executors, administrators and assigns, by these presents, in manner following, that is to say, well, truly and faithfully to pay unto him the said *John Hacket*, for his service aforesaid, the just and full sum of —, over and besides finding and providing for him, the said *John Hacket*, sufficient meat, drink, washing and lodging, during the said term; and also shall and will, at their own proper costs and charges, supply the said *John Hacket*, with all things needful and necessary for carrying on the work of the said furnace. And for true performance, &c.

Among Copartners, to exercise but one Trade, &c.

Articles of agreement, made, concluded and agreed upon this —, between *Abel Atkins*, of —, ironmonger; *Bien Bell*, of the same place, ironmonger;

and *Charles Crew*, of —, ironmonger, of the one part; and *Thomas Crew*, of —, gentleman, of the other part, as follows :

Whereas, by indenture tripartite, bearing even date herewith, made between the said *Abel Atkins*, of the first part; the said *Bion Bell*, of the second part; and the said *Charles Crew*, of the third part: the said *Abel Atkins* and *Bion Bell*, in consideration of the sum of —, which the said *Charles Crew* therein covenants to pay them at the times and upon the contingencies therein mentioned, have agreed to take and admit the said *Charles Crew* into copartnership with them in the joint trade or business of an ironmonger, hardwareman, toyman, merchant, manufacturer, dealer and chapman, from the — day of — next, for and during the term of *twenty-one* years, determinable at the expiration of the first fourteen years thereof, in manner therein mentioned: And for furnishing the said joint trade with a sufficient capital, they the said parties did thereby agree to bring in and put together in equal proportions, in money and goods belonging to the said trade, the sum or value of —, on or before the first day of *January* next, for their several shares and proportions of the capital thereof: And it was thereby (amongst other things) declared and agreed, That the said joint stock, and all the profit, benefit, and advantage accruing from the said joint trade, should, during the continuance of the said copartnership, be had and received by the said partners in equal proportions. And that each of them the said partners might annually take out of the profits of the said copartnership trade the sum of —, for his own private use, as in and by the said recited indenture, relation being thereto had, may appear: And whereas the said *Thomas Crew*, having agreed to advance and lend his brother, the said *Charles Crew*, the sum of —, part of the money which he

hath agreed to bring into the said trade, and pay the said *Abel Atkins* and *Bion Bell* as aforesaid, hath therefore requested the said *Abel Atkins* and *Bion Bell*, that they will, together with the said *Charles Crew*, undertake not to carry on in copartnership any trade or business other than as aforesaid : And that the neat estate of the said copartnership, after discharging the several debts owing by the said partners in respect thereof, shall always amount to the full sum or value of — — ; and likewise to permit *David Dew*, of — —, esquire, in behalf of the said *Thomas Crew*, to have free access and recourse at his pleasure to the counting-house, warehouses, and other places, wherein the said copartnership trade shall be carried on, and to peruse the books of account relating thereto, and to inspect into the shares and circumstances of the said copartnership trade, to which the said *Abel Atkins* and *Bion Bell*, as well as the said *Charles Crew*, have consented : And the said *Charles Crew* hath likewise agreed to leave in the hands of the said *Abel Atkins* and *Bion Bell*, so much of the annual sum of — —, which he hath liberty to take out of the profits of the said copartnership trade, as will be sufficient to pay the interest of the money he shall then owe the said *Thomas Crew*, which money the said *Abel Atkins* and *Bion Bell* will accordingly pay to the said *Thomas Crew* : Now therefore witness these presents : And the said *Abel Atkins*, *Bion Bell*, and *Charles Crew*, do hereby for themselves severally covenant, promise and agree to and with the said *Thomas Crew*, his executors and administrators, in the manner following, that is to say, That they the said *Abel Atkins*, *Bion Bell*, and *Charles Crew*, shall not nor will carry on in copartnership any trade or business other than the trade or business of an ironmonger, hardwareman, toyman, merchant, manufacturer, dealer and chapman, without the consent in writing of the said *Thomas Crew*, for that purpose : And that the clear

and neat estate and effects of the said copartnership or joint trade, after discharging the several debts owing by the said partners in respect thereof, shall always amount to the full sum or value of ——. And also that they the said *Abel Atkins*, *Bion Bell* and *Charles Crew*, shall and will from time to time, during the continuance of the said copartnership, permit and suffer the said *David Dew*, on behalf of the said *Thomas Crew*, his executors and administrators, to have free ingress and regress, at all seasonable times, into and from the counting-house, ware-houses, and other places, wherein the said copartnership trade shall be carried on, and to examine all and every the books of account, and to inspect into the circumstances of the said partnership trade, in order to judge of the state and proceedings of the said copartnership trade: And that he the said *Charles Crew* shall and will from time to time permit and suffer so much and such part of the said annual sum of —, which he is empowered to take to his own use out of the profits of the said copartnership or joint trade as aforesaid, as shall be sufficient to pay the interest of the money he shall then owe the said *Thomas Crew*, to remain in the hands of the said *Abel Atkins* and *Bion Bell* for that purpose, which money they the said *Abel Atkins* and *Bion Bell* shall and will well and truly pay, or cause to be paid, unto the said *Thomas Crew*, his executors or administrators, immediately after the same shall from time to time be so left in their hands by the said *Charles Crew* as aforesaid: And also, that he the said *Charles Crew*, shall not nor will at any time or times, so long as the said sum, or any part thereof, shall remain due to the said *Thomas Crew*, take and appropriate to his own private use out of the said partnership stock or profits any larger or greater sum than the said annual sum of —; nor shall they the said *Abel Atkins* and *Bion Bell* voluntarily consent to permit the said *Charles Crew* so to do, without the

leave and consent of the said *Thomas Crew*, his executors or administrators, in writing first had and obtained for that purpose. In witness, &c.

Between Brothers, for dividing Money, &c.

Articles of agreement, indented, made, concluded, and fully agreed upon, this —, between *Abel Amos*, of —, *weaver*, of the one part; and *Brian Amos*, of the same place, *weaver*, brother of the said *Abel Amos*, of the other part.

Whereas *Charles Amos*, deceased, late father of the said *Abel Amos* and *Brian Amos*, parties to these presents, by his last will and testament in writing, bearing date on or about the —, did, amongst other things, will and direct, that — dollars, part of his personal estate, should be laid out by his executor thereafter named, in such of the public stocks or securities as should be directed and appointed by *Thomas Snow*, of —, *esquire*; *Thomas Haines*, of —, *gentleman*, and *Henry Crosby*, of —, *broker*, his trustees thereafter appointed, or by the survivors or survivor of them, his executors or administrators; which stocks or securities so to be purchased with the said — dollars, should be assigned and transferred unto the joint names of the said *Thomas Snow*, *Thomas Haines* and *Henry Crosby*, or unto the name or names of the survivors or survivor of them, his executors or administrators, upon trust and confidence nevertheless, and to the intent and purpose that they the said *Thomas Snow*, *Thomas Haines* and *Henry Crosby*, or the survivors or survivor of them, or the executors or administrators of such survivor, during so long of the term of the natural life of his wife *Catharine Amos*, as she should continue his widow and unmarried, should pay and dispose of all

the yearly interest, dividends and profits of the said stocks and securities unto her his said wife, or permit the same to be received by her, for her own use : And upon further trust, that in case his said wife should continue his widow and unmarried to the time of her decease, then immediately after her decease the said trustees, and the survivors or survivor of them, his executors or administrators, should transfer and assign or cause to be transferred and assigned all the said stocks and securities so to be purchased with, or to arise from the said — dollars, and pay and apply all the yearly dividends, interest and profits thereof, unto, or for the benefit of such one or both of his sons, the aforesaid *Abel Amos* and *Brian Amos*, or of all and every, or any one or more of the child or children of the body or bodies of his said sons, or either of them lawfully begotten, or to be begotten, at such time or times, and in such manner, parts, shares, and proportions to each and every or any of them, as his said wife *Cathrine Amos*, by any writing under her hand and seal, attested by two or more credible witnesses, or by her last will in writing, attested as aforesaid, should direct, limit or appoint. And for want of such direction, limitation or appointment, then unto or equally between his said sons, if then living, or if either or both of them should be then dead, leaving any issue which might survive his said wife, then such child or children of either of his sons so dying to have their father's part, and in case either of his said sons should die without leaving any issue who might survive his said wife, then his part or share to go to his surviving brother, or his issue ; and appointed his son the said *Abel Amos*, sole executor of his said will, as by the said will duly proved by the said executor in —, (relation being thereto had) may appear. Now witness these presents, that for preventing all disputes and controversies that may happen or arise between the said *Abel Amos* and *Brian Amos*, after

the decease of their mother, the aforesaid *Catharine Amos*, they the said *Abel Amos* and *Brian Amos*, do hereby for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, mutually and reciprocally covenant, promise and agree, to and with each other, his executors, administrators and assigns, that as to for and concerning the said sum of — dollars, so directed to be laid out by the will of their said late father, notwithstanding any direction, limitation, or appointment already made and executed thereof, or hereafter to be made or executed thereof, by their said mother, in pursuance of the power to her given by the said will, the said sum of — dollars, and the securities in which the same is or shall be vested, shall go, remain, and be applied to, and be had, received, and enjoyed by such person and persons only (and no other than) as by the said will of their said late father, the same is given or devised to, for want or in default of any direction, limitation, or appointment being thereof made by the said *Catharine Amos*, his wife, and in the same manner to all intents and purposes, as if the said *Catharine Amos*, their mother, had never made or executed any such appointment, or should die without executing her said power. And that neither of them the said *Abel Amos* and *Brian Amos*, their executors or administrators, shall or will have, claim, challenge, or take any benefit or advantage of or by any direction, limitation, or appointment that shall be made of the said — dollars, by their said mother, but the same shall be considered as undisposed of by her, to all intents and purposes whatever. And that as to all and singular the goods, chattels and personal estates of her the said *Catharine Amos*, notwithstanding any bequests or disposition she shall or may make thereof by her last will and testament, unto or in favor of either of them the said *Abel Amos* and *Brian Amos*, such will so far as it shall concern either of them, shall

Be held of none effect ; and all and every legacy and bequests, sum and sums of money thereby given to them, or either of them respectively, shall go and be distributed and divided according to the statute for distribution of intestates estates, in such and the same manner as if the the said *Catharine Amos* had died without making any will or bequest thereof whatsoever. In witness, &c.

For letting a House, &c.

Agreed the —— day of ——, between *John Barnes*, of, &c. of the one part, and *James Pugh*, of, &c. of the other part, as followeth, viz.

The said *John Barnes* doth let unto the said *James Pugh*, and he takes all that, &c. for one year from the first day of *January next*, and for such longer time after the expiration of the said one year, as both the said parties shall agree, and until the end of three months after notice shall be given by either of the said parties to the other of them for leaving the said premises, at and for the yearly rent of —— dollars, to be paid quarterly on the first Mondays in April, July, October and January, by even and equal portions, which said yearly rent the said *James Pugh* doth hereby for himself, his executors and administrators, covenant and agree to pay the said *John Barnes* [*if freehold say*] and his heirs, [*but if otherwise say*] executors, administrators and assigns, accordingly, for so long time as he shall hold and enjoy the said premises as aforesaid, and until the end of the said three months next after notice shall be given by either of the said parties, to the other of them, for leaving the said premises as aforesaid. In witness, &c.

For the purchase of Cordwood, &c.

It is agreed and concluded upon by and between the said parties hereunto, and the said *Thomas Stiles* hath bargained and sold, and by these presents doth, &c. unto the said *Michael Dawes*, all the cordwood that shall arise from certain trees and parcels of trees, now growing and standing on a certain piece or parcel of rough ground, situate, &c. that he shall think fit to sell, after the rate of — per cord, each cord to be in measure according to the usual measure of cord-wood.

And the said *Thomas Stiles* for himself, his heirs, executors, and administrators, doth covenant and promise to and with the said *Michael Dawes*, his executors, administrators, and assigns, in form following, viz. That he the said *Thomas Stiles*, his &c. at his or their own proper costs and charges, shall and will stock up all and such of the said parcel of trees as he or they shall think fit to convert into cordwood as aforesaid. And also, shall and will permit and suffer the said *Michael Dawes*, his executors or assigns, at his or their own cost and charges, as well to cut and convert the said cordwood into charcoal, at the lower end of the said piece of ground called the *Old Lot*, whereon the said trees, or the greatest part of them, now stand ; and also to take the turf dust and earth, from off the premises of the said piece of ground, and not elsewhere, with free liberty of carrying away the same wood, so converted into charcoal, from off the said premises, the most convenient way leading to the road that leads to — aforesaid. And the said *Michael Dawes*, doth hereby for himself, his executors or administrators, covenant and promise to and with the said *Thomas Stiles*, his heirs, and assigns, that he the said *Michael Dawes*, his executors or administrators, shall and will well and truly pay, or cause to be paid, the full and entire sum

of money that the said cordwood, so rated as aforesaid, shall amount unto, to the said *Thomas Stiles*, his executors or assigns, at or upon the — day of — next ensuing the date of these presents. Lastly, it is fully concluded and agreed by both the said parties, that in case any difference shall happen to arise in measuring the said cordwood, the same shall be referred to *William Pure*, of —, to determine and finally compose the same. In witness, &c.

With a Mill-wright.

Articles, &c. The said *Benjamin Doe* (in consideration of the monthly sum of —, and other the considerations herein after mentioned to be paid and allowed to him by the said *Daniel Duncan* as hereinafter is in that behalf mentioned and expressed) doth hereby covenant and agree to and with the said *Daniel Duncan*, in manner as follows, to wit :

That he the said *Benjamin Doe*, from the day of the date hereof, for and during the full term of — years, if they the said *Daniel Duncan* and *Benjamin Doe* shall both so long live, shall and will at the now dwelling-house of him the said *Daniel Duncan*, situate, &c. or at such other place or places, if by him the said *Daniel Duncan*, from time to time so required, ordered and directed) work as a journeyman, and well and truly and faithfully serve him the said *Daniel Duncan*, in the business of a mill-wright, carpenter, joiner, turner, and in all such other arts, mysteries, and work, as he the said *Benjamin Doe* now is or shall be any ways capable of doing or performing, during the term aforesaid, and that according to the best of his the said *Benjamin Doe's* ability, knowledge, and judgment therein; and that he the said *Benjamin Doe* during the con.

tinuance of the said term, shall yearly work and perform the trade or business aforesaid for him the said *Daniel Duncan*, in manner as follows, viz. From the twenty-fifth day of March to the twenty-ninth day of September, from the hours of six in the morning to six in the evening, and from the twenty-ninth of September to the twenty-fifth of March, from daylight to daylight, and that daily, (sickness, Sundays, six days at Christmas, one at Whitsuntide, one at Easter, the Fourth day of July, and such days as he may be lawfully required to muster as a militia man, and usual hours of breakfast and dinner, only allowed, and excepted :) And further, that he the said *Benjamin Doe*, during the term aforesaid, shall not at any time absent himself from such service of the said *Daniel Duncan*, nor work, do or perform any part of the said trade or business aforesaid, for the use or benefit of any other person or persons whomsoever, without the consent of him the said *Daniel Duncan*, first had in writing for that purpose.

For Sailors to sail in a Ship, &c.

Know all men by these presents, That we who have subscribed our names, or made our marks, and set our seals hereunto, do severally, but not jointly, nor one for the other, declare and agree we have severally shipped ourselves on board the said ship *Dauphin*, captain *Noah Sommers*, commander, now in the river *Delaware*, and bound for *Demarara*, and from thence to *Portsmouth*, and back to *Philadelphia*, at and for the several wages mentioned herein, and inserted against our several names hereunder subscribed; and we do severally, but not jointly, nor one for the other, agree, that such of us as shall depart from and leave the said ship during her said intended voyage, and shall not per-

form the same, (inevitable accidents excepted,) our executors, administrators, and assigns, shall not, nor will be entitled to, nor will have or claim any wages or pay that may arise or become due to such of us as shall so leave or depart from the said ship during her whole voyage, under the command of the said master or his successors, or the service of the owner or owners thereof, but that in such case the wages of such of us as shall desert from or leave the said ship, shall be absolutely lost and forfeited by virtue of these presents. In witness, &c.

Another.

We who have hereunto set our hands and seals, being hired as mariners to serve on board the ship *Monk*, burthen — tons, whereof *Kilian Handspike* is master, in her intended voyage to *Liverpool*, do hereby severally, in consideration of our wages to grow due to us respectively, covenant and agree to and with the said *Kilian Handspike*, that each of us respectively will serve on board, and continue in and with the said ship during her said intended voyage, and until her return and discharge therefrom into the port of *New-York*, or to some other port of delivery, without departing from or leaving the said ship or the service thereof, under the penalty to forfeit and lose our respective wages to grow due for our service in the said ship, by virtue of these presents, which in such case shall be pleaded and allowed as a bar and discharge of, for, and from the wages payable, or to become due to such of us as shall depart from or leave the ship as aforesaid.

Between a Master and a Journeyman or hired Servant.

Articles of agreement indented, &c. between *William Soult*, of the one part, and *William Man*, of the other part, as followeth, that is to say :

The said *Wm. Man*, for the consideration hereunder mentioned, doth covenant, promise and agree, to and with the said *Wm. Soult*, his executors, administrators and assigns, by these presents, in manner following, that is to say, That he the said *Wm. Man*, shall and will become servant unto and diligently serve, abide and continue with the said *Wm. Soult* his executors, administrators and assigns, from the date of these presents, for and during and unto the full end and term of — years now next ensuing, as his and their covenant servant, and diligently and faithfully, according to the best and utmost of his power, skill and knowledge, exercise and employ himself in, and shall and will during the said term, do and perform all such service and business whatsoever, as well relating to the trade aforesaid which the said *Wm. Soult* now useth, as in and about any other business, matter and thing whatsoever, as the said *Wm. Soult* shall from time to time order, direct and appoint, to and for the most profit and advantage of the said *Wm. Soult*, that he can ; and shall and will keep the secrets of the said *Wm. Soult*, relating to the said trade and business ; and likewise be just, true and faithful to the said *Wm. Soult*, in all matters and things, and no ways wrongfully detain, embezzle or purloin any monies, goods or things whatsoever belonging to the said *Wm. Soult*, and also shall and will keep just, true, and faithful accounts in the books of the said *Wm. Soult*, of all the goods bought and sold, monies received and paid, and of all other things whatsoever relating to the business of the said *Wm. Soult*, as shall come to be committed to his care, management or dis-

posel; and from time to time pay all monies which he shall receive of or belonging to or by the order of the said *Wm. Soult* into his hands, and make and give up true and fair accounts of all his doings and doings whatsoever in his said employment without fraud or delay, when and as often as he shall be thereto required. And in consideration of the premises, and of the several matters and things by the said *Wm. Man*, to be performed as aforesaid, the said *Wm. Soult* doth for himself, his executors and administrators covenant and agree to and with the said *Wm. Man*, by these presents, that he the said *Wm. Soult*, his executors and administrators, shall and will find and provide unto and for the said *Wm. Man*, in his dwelling-house, meat, drink, washing and lodging; and also well and truly pay or cause to be paid unto the said *Wm. Man*, his executors or assigns, the sum or salary of ——— dollars per annum, for the first ——— years, &c. by equal quarterly payments; and shall and will allow the said *Wm. Man*, such reasonable expenses in and about the business aforesaid, as he the said *Wm. Soult* shall think fit; and the said parties do mutually covenant and agree to and with the other, viz. That if the said *Wm. Soult* shall not be willing to continue the said *Wm. Man* in his service after the expiration of the said ——— years, or if the said *Wm. Man*, shall not be willing to serve and continue with the said *Wm. Soult*, after the expiration of the said ——— years, in either of the said cases, the said parties shall and will give *three* months notice of such their minds and intention before the expiration of the said term. [*Penalty as before.*] In witness, &c.

For engaging a Person to rebuild Mills, at certain weekly Wages.

Articles of agreement indented, &c. between *Eli Benson*, of ---, *Cyrus Doane*, of —, and *Elibu Fox*, of —, of the one part; and *George Hoax*, of —, of the other part.

First. The said *George Hoax*, for the considerations hereinafter mentioned and expressed, doth covenant, promise and agree, to and with the said *Eli Benson*, *Cyrus Doane* and *Elibu Fox*, and each and every of them, their, and each and every of their executors, administrators and assigns, that he the said *George Hoax*, shall, on or before the — next ensuing the day of the date of these presents, go to *Millerstown*, and there in a good and workmanlike manner, according to the best of his art and skill, by and with the directions of the said *Eli Benson*, *Cyrus Doane*, and *Elibu Fox*, or one of them, well and sufficiently rebuild, or cause to be rebuilt, the mills of &c. with such materials and workmen to be employed under him, as they the said *Eli Benson*, *Cyrus Doane*, and *Elibu Fox*, or any of them, their, or any of their executors, administrators or assigns, shall find, appoint, and provide, for the same.

In consideration whereof, they the said *Eli Benson*, *Cyrus Doane* and *Elibu Fox*, do hereby for themselves, their and every of their heirs, executors and administrators, covenant, promise, and agree, to and with the said *George Hoax*, well and truly to pay, or cause to be paid to the said *George Hoax*, his executors, administrators or assigns, for all such time as he shall be employed by them the said *Eli Benson*, *Cyrus Doane* and *Elibu Fox*, or any of them, in rebuilding the mills aforesaid, weekly and every week, the wages of nine dollars a week, and so in proportion for a less time than

a week, to be paid to him the said *George Hoax*, by the said *Eli Benson*, *Cyrus Doane*, and *Elibu Fox*, some or one of them, at *Millerstown*. And also, that they the said *Eli Benson*, *Cyrus Doane* and *Elibu Fox*, some or one of them shall and will pay, or cause to be paid, to the said *George Hoax*, over and above the wages aforesaid, the sum of ——— dollars, for his expenses in going to and returning from the said mills at *Millerstown*. And lastly, the said *George Hoax*, doth covenant, promise and agree, to and with the said *Eli Benson*, *Cyrus Doane*, and *Elibu Fox*, their executors, administrators and assigns, and every of them, by these presents, that he the said *George Hoax*, shall not absent himself nor depart from the work and rebuilding aforesaid, without leave in writing, first had and obtained from the said *Eli Benson*, *Cyrus Doane* and *Elibu Fox*, some or one of them, for the doing thereof, on pain of forfeiting for every day of such absence the sum of ——— dollars, to be stopped and deducted by the said *Eli Benson*, *Cyrus Doane* and *Elibu Fox*, some or one of them, their, some or one of their executors, administrators or assigns, out of the wages aforesaid. In witness, &c.

For performing Bricklayers and Plasterers work in building a House.

Agreed &c. between *Amos Kent*, of, &c. of the one part, and *Win Bar*, of, &c. of the other part, as followeth, that is to say :

The said *Win Bar*, for the considerations hereunder mentioned, doth, for himself, his executors and administrators, covenant, promise and agree, to and with the said *Amos Kent*, his executors, administrators and assigns, as followeth, that is to say : That he the said *Win Bar*, his executors, administrators, workmen or

assigns, in sufficient and workmanlike manner at his and their own charges, with the materials to be for that purpose provided by the said *Amos Kent*, shall and will do and perform all the work and workmanship belonging to the bricklayer and plasterer, in and about the erecting and building of one good and substantial new messuage or tenement, in the room and place whereon lately stood a certain messuage or tenement belonging to the said *Amos Kent*, late in the occupation of *Isaac Lee*, situate in *Lancaster*, and will build the same in such manner, and such thickness of walls, height or stories, and such and so many lights, chimnies and conveniences, and in such manner, and will do and perform such ornamental work about the said building as the said *Amos Kent*, his executors or assigns shall order and direct; and that he the said *Win Bar*, will use his utmost care in working up the said *Amos Kent's* materials for the said building to the most advantage, and will also pay and discharge all his said workmen to be employed in and about the same; and will completely finish all the said work and workmanship belonging to the bricklayer and plasterer for building the said intended messuage, on or before the — next ensuing the date hereof. In consideration of which said works so to be done and performed as aforesaid, he the said *Amos Kent* for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said *Win Bar*, his executors, administrators and assigns, by these presents, that he the said *Amos Kent*, his executors, administrators and assigns, shall and will well and truly pay or cause to be paid unto the said *Win Bar*, his executors, administrators and assigns, for all such work which shall be by him and them done and performed in and about the said building, ornamental work excepted, at and after the rate of — per yard, for every yard which the said work shall measure, accounting three feet square for every

yard, and — in full for all the said ornamental work to be done and performed as aforesaid, and will pay all the said money in manner following, viz.

In witness, &c.

Articles of Co-partnership, between two Tradesmen.

Articles of agreement, &c. First of all the said *Abel Brown* and *Peter Moor* have agreed, and by these presents do agree to become co-partners together in the art or trade of *painting*, and all things thereto belonging, and also in buying, selling, vending and retailing all sorts of wares, goods and commodities belonging to the said trade of *painting*; which said co-partnership it is agreed shall continue from —, for and during, and unto the full end and term of *ten* years, from thence next ensuing, and fully to be complete and ended. And to that end and purpose he the said *Abel Brown*, hath the day of the date of these presents delivered in as stock, the sum of —, and the said *Peter Moor*, the sum of —, to be used, laid out, and employed in common between them, for the management of the said trade of *painting*, to their utmost benefit and advantage. And it is hereby agreed between the said parties, and the said co-partners each for himself respectively, and for his own particular part, and for his respective executors and administrators, doth covenant, promise and agree each with the other of them, his respective executors and administrators, by these presents, in manner and form following, that is to say:

That they the said co-partners shall not, nor will at any time hereafter, use, exercise or follow the trade of *painting* aforesaid, or any other trade whatsoever, during the said term, to their private benefit and advantage: but shall and will, from time to time, and at all times

during the said term, (if they shall so long live,) do their, and each of their best and utmost endeavors, in and by all means possible to the utmost of their skill and power, for their joint interest, profit, benefit and advantage : and truly employ, buy, sell and merchandise with the stock as aforesaid, and the increase thereof in the trade of *painting* aforesaid, without any sinister intentions or fraudulent endeavors whatsoever. And also, that they the said co-partners shall and will, from time to time, and at all times hereafter during the said term, pay, bear and discharge equally between them the rent of the shop, which they the said co-partners shall rent or hire for the joint exercising or managing the trade aforesaid. And that all such gain, profit and increase, that shall come, grow or arise, for or by reason of the said trade or joint business as aforesaid, shall be from time to time during the said term, equally and proportionably divided between them the said co-partners, share and share like. And also, that all such losses as shall happen in the said joint trade, by bad debts, ill commodities or otherwise, without fraud or covin, shall be paid and borne equally and proportionably between them. And further, it is agreed by and between the said co-partners, that there shall be had and kept from time to time, and at all times during the said term and joint business and co-partnership together as aforesaid, perfect, just and true books of accounts, wherein each of the said co-partners shall duly enter and set down, as well all money by him received, paid, expended and laid out, in and about the management of the said trade, as also all wares, goods, commodities and merchandises by them, or either of them, bought and sold by reason or means, or upon account of the said co-partnership, and all other matters and things whatsoever to the said joint trade, and the management thereof in any wise belonging or appertaining, which said books shall be used in common between the

said co-partners, so that either of them may have free access thereto without any interruption of the other. And also, that they the said co-partners once in three months, or oftner if need shall require, upon the reasonable request of one of them, shall make, yield and render, each to the other, or to the executors and administrators of each other, a true, just, and perfect account of all profits and increase, by them, or either of them made, and of all losses by them or either of them sustained, and also of all payments, receipts, disbursements, and all other things whatsoever, by them made, received, disbursed, acted, done or suffered in the said co-partnership, and joint business as aforesaid; and the same account so made, shall and will clear, adjust, pay and deliver each unto the other at the time of making such account, their equal shares of the profits so made as aforesaid: And at the end of the said term of *ten* years, or other sooner determination of these presents (be it by the death of one of the said partners or otherwise) they the said co-partners, each to the other, or in case of the death of either of them the surviving party, to the executors or administrators of the party deceased, shall and will make a true, just and final account of all things as aforesaid, and divide the profits, aforesaid, and in all things well and truly adjust the same, and that also upon the making of such final account, all and every the stock and stocks, as well as the gains and increase thereof, which shall appear to be remaining, whether consisting of money, wares, debts, &c. shall be equally parted and divided between them, the said co-partners, their executors or administrators, share and share alike.

In witness, &c.

Articles of Marriage.

Articles of agreement of three parts indented, made, &c. between *Abel Beck*, of —, of the first part, *Esther Doe*, of — daughter of, &c. of the second part, and *Charles Doe*, of —, and *Enoch Fesset*, of —, of the third part, as followeth :

Whereas the said *Esther Doe* is seized to her, and to her heirs in fee simple, of and in certain lands, messuages or tenements, with their appurtenances, situate, lying and being, &c. And whereas a marriage is shortly intended to be had and solemnized between the said *Abel Beck* and *Esther Doe*, with whom the said *Abel Beck* is to have and receive — dollars in money, over and besides the lands, &c. above mentioned, as and for her marriage portion ; it is therefore covenanted and agreed by and between the said parties to these presents, in manner and form following, that is to say :

First, the said *Abel Beck* for himself, his heirs, executors and administrators, doth covenant and agree to and with the said *Charles Doe* and *Enoch Fesset*, their heirs and assigns, that they the said *Abel Beck* and *Esther Doe*, his intended wife, in case the said intended marriage shall be had and solemnized, by some good and sufficient conveyance or conveyances in the law, shall settle and assure all those lands, messuages or tenements, with the appurtenances whereof she the said *Esther Doe* is seized as aforesaid, on and to the said *Charles Doe* and *Enoch Fesset*, to the use and behoof of the said *Abel Beck*, and his assigns, during the term of his natural life; and from and after the decease of the said *Abel Beck*, then to the use and behoof of the said *Esther Doe*, his said intended wife, for and during the term of her natural life ; and from and after her decease, then, to the use and behoof of the heirs of the

body of the said *Esther Doe*, by the said *Abel Beck*, lawfully to be begotten ; and for the default of such issue, then to the use and behoof of the said *Esther Doe*, her heirs and assigns, for ever, and to and for no other use, intent or purpose whatsoever.

And whereas the said *Esther Doe*, is also possessed of or interested in, for the remainder of a term of ninety-nine years (if she shall so long live) all that messuage or tenement, with the appurtenances, situate, &c. by virtue of a certain indenture of lease thereof granted to the said *Esther Doe*, by *Lenox Moony*, of ——. Now the said *Abel Beck*, for himself, his heirs, executors and administrators, doth further covenant, grant and agree, to and with the said *Charles Doe*, and *Enoch Fesset*, their heirs and assigns, that they the said *Abel Beck*, and *Esther Doe*, his said intended wife, (in case the said marriage shall take effect) shall and will, by like good and sufficient conveyances in the law, settle and assure the said messuage or tenement, with the appurtenances, in such manner as that the same may be held and enjoyed, and the rents and profits thereof may be had, received and taken by the said *Abel Beck* and his assigns, during so many years of the said term as he shall happen to live ; and from and after his decease, then by the said *Esther Doe*, his said intended wife, and her assigns for and during so many years of the said term as she shall happen to live, and from and after her decease, then by such children of the said *Esther Doe*, by the said *Abel Beck* to be begotten, in such manner as that it may not be in the power of the said *Abel Beck* to defeat such their issue ; and for default of such issue, then by the executors, administrators or assigns of the said *Esther Doe*, and upon no other trust, and to and for no other use, intent or purpose whatsoever.

And forasmuch as the said *Abel Beck*, is not at present seized or possessed of an estate sufficient to make a

jointure for the said *Esther Doe*, his intended wife, equivalent to her fortune, the said *Abel Beck*, doth for himself, his heirs, executors and administrators, covenant, grant and agree to and with the said *Charles Doe* and *Enoch Fesset*, their heirs and assigns, that in case the said intended marriage shall take effect (and lest he the said *Abel Beck* should happen to die in the lifetime of the said *Esther Doe*,) he the said *Abel Beck*, shall and will, by his last will and testament in writing, or otherwise, give and assure unto the said *Esther Doe*, the sum of — dollars, or the full value thereof in lands, tenements, goods or chattels, to be at her own proper disposal, and to be by her received and taken to her own proper use and benefit. In witness, &c.

Between a Master Shipwright and his Workmen, for building a new Ship, pursuant to articles of agreement between the Master Shipwright and the Merchant or Owner.

Agreed the — day of —, between *Henry Coats*, of —, and *Robin Shaw*, of —, and *Waltar Man*, of —, of the one part ; and *Isaac Shaft*, of —, of the other part, as followeth, to wit :

Whereas the said *Isaac Shaft*, by articles of agreement, dated, &c. hath contracted and agreed with *Thomas Coates*, of —, for building the hull or body of a new ship or vessel at his yard in *Reiley* aforesaid, to be of the dimensions, and in manner as in the said articles is mentioned, and to launch the said ship into the river of —, on or before the last spring tide in the month of *May* next ensuing the date hereof. Now these presents witness, that the said *Henry Coates*, *Robin Shaw* and *Waltar Man*, for themselves, their executors and administrators, jointly and severally, do here-

by covenant, promise and agree to and with the said *Isaac Shaft*, his executors, administrators and assigns, that they the said *Henry Coates*, *Robin Shaw* and *Waltar Man*, their executors or administrators, for the considerations hereafter mentioned, with timber, plank and other materials, to be provided by and at the charge of the said *Isaac Shaft*, at his yard in *Reiley* aforesaid, shall and will do and perform, or cause and procure the shipwrights work and workmanship, which according to the said recited articles is and ought to be done, for the building and finishing the said hull of the said ship, to be done and performed in good, substantial and workmanlike manner, to the content and good liking of the said *Isaac Shaft*, and as he the said *Isaac Shaft*, or his assigns, shall from time to time direct and appoint, and shall and will launch the said ship into the river of — —, on or before the last spring tide in the month of *May* next ensuing the date hereof, and clear the launch wherein the said ship shall be built, immediately after launching thereof. In consideration of which said work and workmanship so to be done and performed as aforesaid, the said *Isaac Shaft* for himself, his executors and administrators, doth hereby covenant, promise and agree to and with the said *Henry Coates*, *Robin Shaw* and *Waltar Man*, their executors, administrators and assigns, jointly and severally, that he the said *Isaac Shaft*, his executors or administrators, shall and will well and truly pay or cause to be paid, unto the said *Henry Coates*, *Robin Shaw* and *Waltar Man*, their executors, administrators or assigns, some or one of them, at and after the rate of — — per ton for every ton, for which he the said *Isaac Shaft*, his executors or administrators, shall be paid by the said *Thomas Coates*, according to the said articles, and shall and will pay a proportionable part of the said money, from time to time as the said work shall be performed, and all the residue of the said money which shall grow due as afore-

said, and also the further sum of ———, over and above the said money to grow due as aforesaid, within ——— days after launching the said ship.

In witness, &c.

Between persons to fit out a Vessel from one Port to another.

Whereas *Thomas Boston*, commander of the good ship called the *Pierce*, whereof *Samuel Common*, of ———, and *George Paine*, of ———, are part owners, is bound out in and with the said ship, on a voyage to *China*, and back again to the port of *New-York*. And whereas the said *Samuel Common*, *George Paine* and *Thomas Boston*, have agreed to make up together a stock of ——— dollars, to be laid out and invested in goods, wares and merchandises, for the equal benefit of all the said parties, for which purpose the said *Samuel Common* and *George Paine*, have each of them paid into the hands of the said *Thomas Boston*, the sum of ——— dollars, the receipt whereof the said *Thomas Boston* doth hereby acknowledge : Now therefore, it is agreed between all the said parties, and the said *Thomas Boston*, doth hereby covenant, promise, and agree, to and with the said *Samuel Common*, and *George Paine*, their executors, administrators and assigns, jointly and severally, that he the said *Thomas Boston*, shall and will add and make up ——— dollars, of his own money, to the said ——— dollars, paid him by the said *Samuel Common* and *George Paine*, and that he the said *Thomas Boston*, shall and will upon the said ship's arrival at *China*, or in her said intended voyage, lay out and invest the same in goods, wares and merchandises, to the most profit and advantage of all them the said parties, that he can, according to the best of

his judgment, and with respect to the orders and directions of the said *Samuel Common* and *George Paine*, in and touching the same, and shall and will bring home the effects and produce thereof in and with the said ship, (the casualties of the seas excepted,) and upon the arrival at *New-York*, or any port in the United States, or sooner, if opportunity shall serve, shall and will send the invoice of the produce of the said — dollars, to the said *Samuel Common* and *George Paine*, their executors or assigns, or some of them, at *New-York*; and will also make a just and true account to them, or some of them, of all the produce of the said — dollars. And it is agreed between all the said parties, that all the produce and effects of the said — dollars, shall be so sold and disposed of at *N. York*, with all convenient expedition after the arrival thereof, for the equal advantage of all the said parties, and that each of them shall have and receive one full third part of the net proceed thereof: And that no benefit of survivorship shall come unto or be claimed by any of the said parties, of, in or to the said — dollars, or the proceed, by the death or decease of either or any of them.

In witness, &c.

To go, set up, and build a Schooner on the Western Waters.

Agreed the &c. between *William Hiney*, of —, of the one part, and *Jacob Lane*, of —, of the other part, as followeth, viz.

The said *Wm. Hiney*, in consideration of the sum of —, to him in hand paid by *Titus Stiles*, of —, by the direction or procurement of the said *Jacob Lane*, at or before the sealing hereof, on account and in part of the monies to grow due and payable for his service,

as herein is after mentioned, and out of which the same is to be allowed, as hereinafter is expressed, whereof he acknowledges the receipt, and for the further consideration hereunder mentioned, he the said *Wm. Hiney* doth hereby covenant, promise and agree, to and with the said *Jacob Lane*, his executors and administrators: That he the said *Wm. Hiney* shall and will proceed without delay to the town of *Maysville*, in the state of *Kentucky*, and shall in the neighborhood thereof, or at any other place within the said state of *Kentucky*, to which he shall be ordered by the correspondents or assigns of the said *Titus Stiles*, they having previously obtained at such place, the liberty of using timber, suitable for the purpose, cut down and prepare all the timbers, together with a complete suit of masts and yards, fitting for a schooner of the following dimensions, viz.

And shall at the costs and charges of the said *Jacob Lane*, and on the most advantageous terms in his power, procure all the plank and other materials necessary for the hull or body of such a vessel, and shall from time to time as may be necessary, hire a sufficient number of workmen or other laboring hands, to assist him in completing the work hereby agreed to be performed, and shall in a substantial and workmanlike manner completely build and finish the said schooner, with all the appurtenances to her belonging, and make her fit for service, and launch and deliver her in safety unto the correspondents or assigns there of the said *Titus Stiles*. And the said *Jacob Lane* for himself, his executors and administrators, doth covenant, promise and agree, to and with the said *Wm. Hiney*, his executors and assigns, by these presents, that in consideration of the works, matters and things so to be done and performed by the said *Wm. Hiney* as aforesaid, he the said *Jacob Lane*, his executors and administrators, or the said *Titus*

Stiles, his executors, correspondents or assigns, or some of them, shall and will pay and allow, or cause to be paid unto the said *Wm. Hiney*, or his assigns, at and after the rate of — dollars per week for so long time as he shall continue in, and until he shall be discharged from the service aforesaid, by equal half yearly payments, as followeth, viz. the moiety of each half yearly payment unto *Eliza Hiney*, the wife of the said *Wm. Hiney*, or such other person or persons as he hath or shall order and empower to receive the same in *Philadelphia*, and the other moiety of each half yearly payment thereof, unto the said *Wm. Hiney*, or his assigns, at *Maysville*, in the state of *Kentucky*, the first of which said payments, both in *Philadelphia* and *Maysville*, are to begin and to be made at the end of six months after the said *Wm. Hiney* shall set out and proceed on his journey from *Philadelphia*, to *Maysville*, in the state of *Kentucky* aforesaid. Nevertheless, it is declared and agreed, that the said *Titus Stiles*, is to be repaid and allowed the said — dollars, so by him advanced and paid at the sealing hereof, out of the first half yearly payment to grow due as aforesaid, and shall and may, for that purpose, keep and retain the same ; any thing aforesaid to the contrary notwithstanding : And the said *Jacob Lane*, for himself, his executors and administrators, doth covenant, promise and agree to and with the said *Wm. Hiney*, his executors and assigns, by these presents, that he the said *Jacob Lane*, his executors and administrators, or the said *Titus Stiles*, his executors, correspondents or assigns, or some of them, shall and will pay and allow, or cause to be paid unto the said *Wm. Hiney*, or his assigns, from time to time, as the same may be necessary, all such sums of money as shall be required to defray the expense of procuring the materials aforesaid, and to pay the monthly wages of the workmen and other laboring hands to be hired by the said *Wm. Hiney*, in conformity with the tenor of this agreement. [*Penalty as before.*] In witness, &c.

To carry Passengers from one Port to another.

Agreed the —— day of ——, between *John Gates*, master of the ship called the *Eliza*, bound out on a voyage to *New-Orleans*, of the one part, and *Henry Kyle*, *John Lamb* and *Henry Mun*, for themselves, for and on behalf of about *twenty* other persons, men, women and children, of the state of *Massachusetts*, who shall be conveyed in the said ship and voyage for *New-Orleans*, of the other part, as followeth, viz.

The said *John Gates*, doth hereby covenant and agree to and with the said *Henry Kyle*, *John Lamb* and *Henry Mun*, that in consideration of his being paid — dollars per head, by or for such and so many of the said passengers or persons so to be conveyed, men, women, and children, accounting two children under ten years of age but as one child or person, and sucking children as none, at or before his, her, or their entrance on board the said ship, he the said *John Gates*, will receive him, her, and them, by or for whom he shall be so paid as aforesaid on board the said ship within *ten* days from the date hereof, from *Boston* outwards, and a chest or trunk for each passenger, and will provide them with cabins, and convenient room for lodging, and wholesome and sufficient victuals and provisions, during the said voyage, and will with all convenient speed depart from and out of *Boston* harbor, (and go either with the —— convoy, or, with some other convoy,) and sail and apply directly to the city of *New-Orleans*, and there will deliver the said passengers, and their chests, trunks and goods ashore, without paying or allowing any other charge than the said — dls. per head as aforesaid, (the dangers of the sea and providential accidents excepted :) And the said *John Gates*, doth hereby acknowledge to have received a bill for — dollars drawn upon or payable by *Henry Waln*, which sum is in part of what he shall receive for so many of the said passen-

gers, for whom the said — dollars per head shall be paid as aforesaid, and is to be allowed accordingly ; and the said *Henry Kyle*, *John Lamb* and *Henry Mun*, on behalf of themselves and the said other persons, do covenant, promise and agree, that they shall go on board at any time within the time aforesaid, upon *four* days notice given to the said *Henry Kyle*, *John Lamb*, and *Henry Mun*, by the said *John Gates*. In witness, &c.

To indemnify a person on his deliv'ring Writings, and to produce them if occasion requires.

To all persons to whom these presents shall come, *Abel Knox*, *Bowen Lynch*, *Charles Dick*, and *Daniel Still*, send greeting.

Whereas *Enos Snowden*, of —, hath on the day of the day hereof, delivered unto the said *Abel Knox*, *Bowen Lynch*, &c. the several deeds or writings following, viz. — ; the receipt of all which said writings they the said *Abel Knox*, &c. do hereby acknowledge, and thereof acquit and for ever discharge the said *Enos Snowden*, by these presents. And therefore, they the said *Abel Knox*, &c. for themselves, their and each of their executors and administrators, do jointly and severally covenant, promise and agree, to and with the said *Enos Snowden*, his executors and administrators, by these presents, that they the said *Abel Knox*, &c. their heirs, executors, or administrators, or some of them, shall and will from time to time, and at all times hereafter, well and sufficiently save harmless and keep indemnified the said *Enos Snowden*, &c. his &c. from and against all manner of costs, charges, expenses and damages which he the said *Enos Snowden*, &c. his &c. shall at any time or times hereafter bear, pay, sustain or be put unto for or concerning the said writings, or de-

livery thereof as aforefaid : And likewise that they the faid *Abel Knox*, &c. their &c. shall and will from time to time, and at all times hereafter, upon the request of the faid *Enos Snowden*, his &c. produce and shew, or cause to be produced, all or any of the faid deeds or writings, in any court or courts of record as occasion shall require, in a suit now depending between the faid *Enos Snowden*, and *Filbert Lamb*, &c.

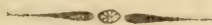
In witness, &c.

*For Freight to a place between the Master of a Ship,
and a Merchant.*

Agreed, &c. between *William Murphy*, of —, master of the ship *Ganges*, burthen of about — tons, now at anchor in —, and forthwith bound out on a voyage to *Havanna*, of the one part ; and *John Jackson*, of —, merchant, of the other part, as followeth, that is to say :

The said *Wm. Murphy*, master, for the consideration hereunder mentioned, doth hereby for himself, his executors and administrators, covenant, promise and agree, to and with the faid *John Jackson*, merchant, his executors, administrators and assigns, that the said ship shall with all expedition be made ready, and provided in all respects, fitting for such a ship, and the voyage aforefaid, and shall receive and take aboard her, for the faid merchant, [*name the goods,*] and within twenty days after the date hereof, shall set sail and depart from —, outwards, and wind and weather serving, shall sail directly to *Havanna*, and within five days after her arrival there, shall unlade and deliver the same unto the factors or assigns of the faid merchant, (the dangers of the sea, enemies, and the restraint of princes and rulers always excepted :) and the faid merchant for himself,

his executors or assigns, doth hereby covenant and agree to and with the said master, his executors and assigns, that he the said *merchant*, his executors, factors or assigns, shall or will lade or tender the said [*the goods*,] to be laden on board the said ship, and receive and discharge the same from aboard her at *Havanna*, within the respective times therefor limited; and will truly pay, or cause to be paid unto the said *master*, his executors or assigns, for freight thereof at and after the rate of *ten* dollars per ton, immediately after a right discharge and delivery thereof at *Havanna* aforesaid, with primage and average, accustomed, and two third parts of all port charges to grow due during the said voyage, the other third part thereof to be paid by the said master. [*Penalty as before.*] In witness, &c.



Appointment.

Of a Guardian by a Father for his Son.

KNOW all men by these presents, that I *Abel Bear*, of —, have committed and disposed, and by these presents do commit and dispose unto *Peter Dexter*, of —, the custody, tuition and education of my son *Richard Bear*, from and immediately after my decease, until my said son shall attain his age of twenty-one years; and if it shall happen that the said *Peter Dexter* dies before me, or before my said son attains his age of twenty-one years, then and in such case I do commit and dispose unto *Isaac Dexter*, of —, such cus-

tody, tuition and education, after my decease, and the decease of the said *Peter Dexter*, until my said son attains his age of twenty-one years, and humbly desire the said *Isaac Dexter*, to take upon him the trouble for the good of my said son.

¶ Till the age of twenty-one years, the empire of the father continues even after his death, for he may by his will appoint a guardian to his children. 1 *Blac.* 479.

Of Executors in the room of deceased ones.

To all to whom these presents shall come, we, *Abel Adams*, of —, and *Bennett Bowen*, of —, send greeting: [*Here recite the will authorising the surviving executors to appoint in the room of those who die, and the death of such.*] Now know ye that we the said *Abel Adams* and *Bennett Bowen*, surviving executors of the last will and testament of the said *Caleb Coates*, do, and each and every of us doth, pursuant to the power and authority, directions, and appointments in and by the said will of the said *Caleb Coates*, in that behalf mentioned and contained, as far as in us lieth, and we lawfully may, by these presents, choose, nominate and appoint *Daniel Donn*, of —, and *Enos Edes*, of —, to be executors of the will of the said *Caleb Coates*, in the room, stead and place of the above named *Francis Fane*, and *Gotlieb Gough*, deceased, to act in conjunction with us the said *Abel Adams* and *Bennett Bowen*, in all matters and things relating to the said executorship. And we the said *Abel Adams* and *Bennett Bowen*, do, and each and every of us doth hereby give and appoint unto the said *Daniel Donn* and *Enos Edes*, all the power and authority which we may, can, or ought to give and commit by virtue of the will of the said *Caleb Coates*, to any per-

son or persons, in the room and stead of the said *Francis Fane* and *Gottlieb Gough*, as they the said *Francis Fane* and *Gottlieb Gough* were two of the executors of the last will and testament of the said *Galeb Cortes*, together with the allowance mentioned in the said will, for their and each of their trouble and care in acting in the execution of the said will, for so long time as they the said *Daniel Donn* and *Enos Edes*, or either of them shall act therein. In witness, &c.

Of a Guardian of Person and Estate, with power to let Lands, &c.

Know all men by these presents, That I *Abel Betz*, son and heir of *Thomas Betz*, late of —, being of the age of seventeen years, have nominated, elected and appointed, and by these presents do nominate, elect and appoint *Peter Meck*, of —, to be guardian of my person and estate until I shall attain the age of twenty-one years: And I hereby promise to be ruled and governed by him in all things, touching my welfare: And I do also hereby authorise and empower the said *Peter Meck*, to enter upon and take possession of all and every my messuages, lands, tenements, hereditaments, and premises whatsoever, situate, lying and being in *Lebanon*, in the county of *Dauphin*, or elsewhere, whereunto I have or may have any right or title, and to let and sell the same, and receive and take the rents, issues and profits thereof, for my use and benefit, during the term aforesaid, giving unto the said *Peter Meck*, my full power in the premises; and whatsoever he shall lawfully do, or cause to be done in the said premises, by virtue hereof, I do hereby promise to confirm.

In witness, &c.

Of a new Trustee in the place of one deceased, with a declaration of trust.

Whereas a marriage was soon after the execution of the within written indenture, had and solemnized between the within named *Arthur Aid* and *Sarah Field*, and the within named *John Jukes*, one of the trustees therein named is since dead, whereupon the said *Arthur Aid* and *Sarah* his wife, in pursuance and performance of the power and authority within given and reserved to them for that purpose, have nominated and appointed, and by these presents do nominate and appoint *Joseph Jones*, of *Jones's-town*, in the county of *Dauphin*, gentleman, to be a new trustee for the purposes within mentioned, in the place of the said deceased trustee. And whereas the within named *Charles Careful*, the surviving trustee, hath on or before the day of the date hereof, (with the consent and approbation of the said *Arthur Aid* and *Sarah* his wife, testified by their executing these presents,) caused the within mentioned sum of — of the United States bank stock, to be transferred unto him the said *Charles Careful*, and the said *Joseph Jones*; and the same is now standing in the joint names of them the said *Charles Careful* and *Joseph Jones*, in the proper books kept for such purpose, at the bank of the United States; Now therefore witness these presents, that it is hereby covenanted, concluded, and agreed, by and between the said *Arthur Aid* and *Sarah* his wife, and the said *Charles Careful* and *Joseph Jones*, that the said sum of — of bank stock before mentioned, to be transferred unto and standing in the names of the said *Charles Careful* and *Joseph Jones*, were and are so transferred unto them, and that they the said *Charles Careful* and *Joseph Jones*, their executors and administrators, shall and will stand and be possessed thereof, and of the dividends, interest and profits thereof, upon the trusts, and to and for the ends,

intents and purposes within mentioned, expressed or declared, of and concerning the same, and to and for no other use, intent or purpose whatsoever.

In witness, &c.

Of a Guardian by an Infant.

Know all men by these presents, that I *William Ney*, an infant of the age of *nineteen* years and upwards, eldest son and heir of *William Ney*, late of —, *esquire*, deceased, by *Ann* his wife, have elected, chosen, nominated and appointed, and by these presents do elect, choose, nominate and appoint my uncle *Enoch Ney*, of —, *esquire*, to be guardian of my person and estate, until I shall attain the age of twenty-one years. Witness my hand and seal, &c.

☞ A male at fourteen years of age may, if his discretion be actually proved, make his testament of his personal estate; at seventeen, may be an executor, and at twenty-one, may alien his lands, goods and chattels. A female at the age of nine years is entitled to dower; at twelve, if proved to have sufficient discretion, may bequeath her personal estate; at seventeen, may be executrix, and at twenty-one, may dispose of herself and her lands: So that full age in both is twenty-one, which is completed on the day preceding the anniversary of a person's birth: So that if he is born on the first of January, he is of age to do any legal act on the morning of the last day of December, though he may not have lived twenty-one years by near forty-eight hours. The reason assigned is, that in law there is no fraction of a day.

It is generally true that an infant (one under twenty-one) can neither alien his lands, nor do any legal act, nor make a deed, nor indeed any manner of contract, that will bind him: But still to all these rules, there are some exceptions.

An infant may purchase lands, but his purchase is incomplete; for when he comes to age he may either agree or disagree to it, as he thinks prudent and proper, without alleging any reason; and so may his heirs after him, if he dies without having completed his agreement. Infant may by deed or will, appoint a guardian to his children, if he has any. He may bind himself to pay for his necessary meat, drink, apparel, physic and such other necessities; and likewise for his good teaching and instruction, whereby he may profit himself afterwards. See 1 *Blac.* 490, &c.

Assignment.

Of Dower by the Heir.

This indenture made, &c. between *Robert Long*, son and heir of *Oliver Long*, late of —, of the one part, and *Polly Long*, widow and relict of the said *Oliver Long*, of the other part.

Whereas the said *Oliver Long*, was in his life-time, and at the time of his death, seized in his demesne, as of fee, of and in divers lands and tenements in *Newbury township*, in the county of *York*, and state of *Pennsylvania*, which upon the decease of the said *Oliver Long*, descended unto the said *Robert Long*. Now this indenture witnesseth, That the said *Robert Long*, hath endowed and assigned, * and by these presents doth endow and assign unto the said *Polly Long*, the

* Assignor, is he that assigns—assignee hecomtwhsah-
 signment is made.

third part of the said lands and tenements, to wit : All that messuage, &c. To have and to hold unto the said *Polly Long*, for and during the natural life of the said *Polly Long*, in severalty by metes and bounds, in the name of the dower, and in recompence and satisfaction of all the dower which the said *Polly Long* ought to have of, or in the said lands and tenements which were of the said *Oliver Long*, in his lifetime. In witness, &c.

Of part of a Cargo on board a Ship.

To all to whom these presents shall come, *Dion Beck*, of —, and *Henry Humes*, of —, send greeting :

Whereas the said *Dion Beck*, and *Henry Humes*, by writing or bill of sale under their hands and seals, bearing date the — day of —, have for the considerations therein mentioned, granted, bargained and sold, unto *Samuel Shaw*, of —, one sixteenth part of the ship, burden about — tons, whereof *John Cox* is commander, than at sea on a voyage to *Newfoundland*, as thereby, relation being thereunto had, more evidently appears. And whereas there is a cargo or adventure of lead on board the said ship, and the said ship hath taken in at *Newfoundland* — quintals of fish on account of the part owners of the said ship, which lead and fish are to be sold, and disposed of at *Liverpool*, for the owners account and benefit, according to their parts in the said ship : And whereas the said *Samuel Shaw*, hath before the sealing hereof paid unto the said *Dion Beck* and *Henry Humes*, the sum of —, for the one sixteenth part of the cost of the lead, the receipt whereof the said *Dion Beck* and *Henry Humes*, do hereby acknowledge, and hath paid or is to pay the sum of — for the one sixteenth part of the costs of the said fish at *Newfoundland*, according to the bills drawn for the same : Now know ye, that for and in consideration

of the several sums of ———, and ———, so paid and to be paid to the said *Bion Beck* and *Henry Humes*, by the said *Samuel Shaw* as aforesaid, the said *Bion Beck* and *Henry Humes* have bargained, sold, assigned, & set over, and do hereby bargain, sell, assign, and set over unto the said *Samuel Shaw*, the one full and equal sixteenth part of the cargo of lead on board the said ship, and of and in the said — quintals of fish, and of and in all the produce, proceed, effects, gain and advantage by and in respect thereof, or either of them; and all their, and either of their right, title, claim and demand of, in, and to the same: To have, hold and receive the same unto the said *Samuel Shaw*, his executors, administrators and assigns, to his and their own proper use and uses, and as his and their own proper goods and chattels forever: And they the said *Bion Beck* and *Henry Humes*, for themselves, their heirs, executors, administrators and assigns, do jointly and severally covenant, promise and agree, to and with the said *Samuel Shaw*, his heirs, executors, administrators and assigns, by these presents as follows, to wit: That he the said *Samuel Shaw*, his heirs, executors, administrators and assigns, shall and may at all times hereafter have, take, receive and enjoy, to his and their own proper use and uses, one full and equal sixteenth part of all the produce, effects, proceed, profit and advantage, by and in respect of the said cargo or adventure of lead, laden on board the said ship, and likewise of the said — quintals of fish taken in *Newfoundland*, without any let, or hindrance of or by the said *Bion Beck* and *Henry Humes*, their heirs, executors, administrators or assigns, or either or any of them: And free and clear of all former bargains, sales, assignments, debts, charges and incumbrances whatsoever by them, or either of them committed, done or suffered: And that they the said *Bion Beck* and *Henry Humes*, their and each of their heirs, executors, administrators and assigns, will at all times hereafter do, per-

form and execute such further acts, deeds and things for the better assigning the said premises hereby sold and assigned unto the said *Samuel Shaw*, his heirs, executors, administrators and assigns, and for enabling him and them to demand and receive the same to his and their own proper use and uses, as by him or them, or his or their counsel, shall be reasonably advised and required. In witness, &c.

Of Copy-right in Books.

This indenture made, &c. between *John Love*, of —, gentleman, of the one part, and *Caleb Wayne*, of —, bookseller, of the other part. Whereas the said *John Love* hath written and compiled a book entitled, &c. Now this indenture witnesseth, that the said *John Love*, for and in consideration of the sum of —, to him in hand paid by the said *Caleb Wayne*, the receipt whereof is hereby acknowledged, hath bargained, sold, and assigned, and by these presents doth bargain, sell and assign unto the said *Caleb Wayne*, all that the said book, and all his copy-right, title, interest, property, claim and demand whatsoever of, in, and to the same: To have and to hold the said book, copy-right, and all the profit, benefit and advantage that shall or may arise by and from printing, re-printing, publishing and vending the same, unto the said *Caleb Wayne*, his executors, administrators and assigns, on the terms and conditions and for the whole period of time provided and allowed in and by an act of the congress of the United States, entitled, “An act for the encouragement of learning, by securing the copies of maps, charts and books, to the authors and proprietors of such copies, during the times therein mentioned.” Provided always nevertheless, and these presents are upon this express condition, that the number to be printed of the


first and each and every other edition or impression of the said book, shall not exceed —, and that the said *Caleb Wayne*, his executors, administrators and assigns, shall and will pay unto the said *John Love*, his executor, administrators or assigns, the further sum and sums of —, for, at, and upon the re-printing or making a second and each and every other future and further edition or impression that shall or may be of the said book, for and towards a further reward and satisfaction to the said *John Love*, for his writing and compiling the same; the said payments to be made before the publication of the said several impressions or editions (after the first) and sale of the same, or any part thereof, by the said *Caleb Wayne*, his executors, administrators or assigns, or any of them, or by any other person or persons by, for or under them, or any of them. And the said *Caleb Wayne* for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said *John Love*, his executors, administrators and assigns, that he the said *Caleb Wayne*, his executors, administrators, and assigns, shall and will pay, or cause to be paid to the said *John Love*, his executors, administrators, and assigns, the said respective sum and sums of —, at and upon the re-printing, and before the publication and sale of the said second and every other future and further edition and impression that shall or may be made of the said book, according to the proviso aforesaid, and the true intent and meaning of these presents. In Witness, &c.

Of a Patent for the sole use of an Invention.

This Indenture, made, &c. between *Abel Bell*, of the one part, and *Caleb Doe*, of the other part. Whereas the said *Abel Bell*, hath, by his long study, expense,

and experience, invented a method of —, by a new and useful art, [*machine, manufacture or composition of matter or improvement, or either, as the case may be*] never before known or used: and whereas the said *Abel Bell* having presented a petition to the secretary of state of the United States agreeably to an act of congress entitled “an act to promote the progress of the useful arts, and to repeal an act heretofore made for that purpose,” hath obtained letters patent, in the name of the United States, and bearing test by the president thereof, granting to him, the said *Abel Bell*, his heirs, administrators, or assigns, for the term of — years, the full and exclusive right and liberty of making, constructing, using and vending to others to be used the said invention or discovery, as in and by the said letters patent, recorded in the office of the secretary of state may more fully appear: Now this indenture witnesseth, that the said *Abel Bell*, for and in consideration of the sum of — to him in hand paid by the said *Caleb Doe* at or before the signing of this indenture, the receipt whereof is hereby acknowledged, hath granted, assigned, and set over, and by these presents doth grant, assign and set over unto the said *Caleb Doe*, his executors administrators or assigns the said letters patent, and all the right, title and interest of him the said *Abel Bell* of, in, and to the said invention so granted unto him. To have and to hold the said letters patent and invention, with all benefit, profit, and advantages thereof, to the said *Caleb Doe*, his executors, administrators, or assigns, in as full, ample and beneficial manner, to all intents and purposes as he the said *Abel Bell*, by virtue of the said letters patent may or might have or hold the same, if this assignment had not been made, for and during all the rest and residue of the said term of years, granted by the said letters patent as aforesaid. And the said *Abel Bell*, doth by

these presents constitute and appoint the said *Caleb Doe*, his assignee and grantee of and for the said invention and the profits thereof, for the remainder of the said term of — years: and the said *Abel Bell*, doth covenant to and with the said *Caleb Doe*, that he the said *Caleb Doe*, his executors, administrators, or assigns, shall and may, by virtue of these presents, have, receive, and take all the profits and advantages whatsoever, that may or shall be made, for or by reason of such invention. And that he the said *Abel Bell*, his executors, administrators, or assigns, shall and will do and execute or cause to be done and executed, all and every other act and acts, thing and things, devices and assignments in the law whatsoever, for the further, better and more perfect assigning and assuring of the said letters patent, and the right, title, and interest of him the said *Abel Bell*, his executors, administrators, or assigns, therein, and in the said invention, unto the said *Caleb Doe*, his executors, administrators, or assigns, as by the said *Caleb Doe*, his executors, administrators, or assigns, or his or their counsel in the law shall be lawfully and reasonably devised, advised, or required. In witness, &c.

 This assignment must be recorded in the office of the secretary of state: after which the assignee is regarded in law, in the place of the original inventor, both as to right and responsibility, and so the assignees of assigns to any degree. See *Graydon's Digest*, 333.

Of Bond by Indorsement.

Know all men by these presents, that I, the within named *Aaron Boas*, for and in consideration of the sum of — to me in hand paid by *Conrad Doe*, of —, at or before the sealing of these presents, the receipt

whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said *Conrad Doe*, his executors, administrators, or assigns, the within written bond or obligation, and the sum of —, mentioned in the condition hereof, together with all interest due and to grow due on the same, and all my right, title, interest, claim and demand whatsoever, of, in and to the same. And I authorize the said *Conrad Doe*, in my name, to demand, sue for, receive, have, hold and enjoy the said sum of — and interest, to his own use absolutely forever. In witness, &c.

Another short Form.


I do hereby assign and set over all my right, title, claim, interest, property, and demand whatsoever, in and to the within bond [*or bill*,] unto *Conrad Doe*, for value received. Witness my hand and seal, the — day of —.

Special Form of same.

Know all men by these presents, That I the within named *Abner Betz*, in consideration of the principal debt and interest mentioned in the within bond, to me in hand paid, by *Conrad Doe*, have assigned, and by these presents do assign, transfer and set over the within bond and the money due and growing due thereon, unto the said *Conrad Doe*, his executors, administrators and assigns. And further, I do hereby covenant, that if the said money when due cannot be recovered of the within named *Enos Fawcett*, and *George Hones*, by reason of insolvency, or otherwise, I will pay the same. Witness my hand and seal, the — day of, &c.

Another.

For a valuable consideration to me in hand paid by *Adam Box*, of —, I do assign and set over the within obligation, and all monies due and to become due thereon, unto the said *Adam Box*, his executors, administrators and assigns, and in case the same cannot be recovered of the within named *Caleb Doe*, then I do promise and agree to pay the amount thereof, together with all charges thereupon accruing, to the said *Adam Box*, his executors, administrators or assigns. In witness, &c.

 Assignments of bonds and bills in order to enable the assignee to sue in his own name, must be made under the hand and seal of the assignor, and before two or more credible witnesses. And it shall not be in the power of the assignor, after such assignment made, to release any of the debts or sums of money, really due by the said bonds or specialties, or by notes. See *Read's Dig.* 16.

Of a Lease with the usual and necessary Covenant.

This indenture made the — day of — in the year, &c. between *Abner Bain*, of —, of the one part, and *Caleb Doe*, of —, of the other part.

Whereas in and by one indenture of lease bearing date the — day of — in the year, &c. and made or mentioned to be made between *Ephraim Fane*, of —, gentleman, of the one part, and the said *Abner Bain*, of the other part, he the said *Ephraim Fane*, for the consideration therein mentioned, did demise, grant, lease, set, and to farm let, [*as penned in the lease*] unto the said *Abner Bain*, all that messuage, &c. situate, &c. [*pursue the words of the lease for the description,*

Ec.] To hold unto the said *Abner Bain*, his executors, administrators and assigns, from the ——— day of ———, then last past, for and during, and unto the full end and term of *forty-four* years from thence next ensuing, at and under the yearly rent of ——— dollars, payable in manner as therein is mentioned, and subject to the covenants therein contained, as in and by the said in part recited indenture of lease, relation being thereunto had, will more fully appear : Now this indenture witnesseth, that the said *Abner Bain* for and in consideration of the sum of ——— dollars, to him in hand paid by the said *Caleb Doe*, at or before the sealing and delivery of these presents, the receipt whereof he the said *Abner Bain* doth hereby acknowledge, and thereof and therefrom doth acquit, release and discharge the said *Caleb Doe*, his executors, administrators and assigns forever, by these presents, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *Caleb Doe*, his executors, administrators and assigns, All that the said messuage or tenement and premises above mentioned to be demised and leased to him the said *Abner Bain*, in and by the said recited indenture of lease as aforesaid, and every part and parcel thereof; and also all the estate, right, title, interest, term of years yet to come and unexpired, property, benefit, advantage, claim and demand whatsoever of him the said *Abner Bain*, of, in, and to the same, or of, in, or to any part or parcel thereof, together with the said recited indenture of lease ; To have and to hold the said messuage or tenement and premises abovementioned, and hereby granted and assigned, or meant and intended so to be, and every part and parcel thereof with the appurtenances, together with the said recited indenture of lease, unto the said *Caleb Doe*, his executors, administrators and assigns, for and during all the rest, residue, and remainder, yet to come and unexpir-

ed of and in the said term of *forty-four* years, in and by the said in part recited indenture of lease granted in as full, large, ample and beneficial manner and form, to all intents and purposes, as he the said *Abner Bain*, his executors, administrators and assigns, might, should, could, or ought to have had, held and enjoyed the same, by virtue or means of the said in part recited indenture of lease, or otherwise howsoever. And the said *Abner Bain* for himself, his heirs, executors, and administrators, doth covenant, promise and agree to and with the said *Caleb Doe*, his executors, administrators and assigns, by these presents, in manner and form following, that is to say, that for and notwithstanding any act, matter or thing, by him had, made, done, committed, or wittingly or willingly suffered to the contrary, the said recited indenture of lease, is at the time of the sealing and delivery of these presents a good and effectual lease, valid in the law, of and for the said premises thereby demised, and in no wise surrendered, forfeited, or become void or voidable in the law : And that he the said *Abner Bain*, for and notwithstanding any such act, matter or thing as aforesaid, now hath in himself good right, full power, and lawful and absolute authority to bargain, sell, assign and set over the said recited indenture of lease, and the said messuage, tenement, and premises, with the appurtenances, unto the said *Caleb Doe*, his heirs, executors, administrators and assigns, in manner and form aforesaid : And also that he the said *Caleb Doe*, his executors, administrators and assigns, shall and lawfully may, from time to time, and at all times hereafter, for and during all the rest, residue and remainder yet to come and unexpired of the said term of *forty-four* years in and by the said recited indenture of lease granted, peaceably and quietly have, hold, occupy, possess and enjoy the said messuage or tenements, and all and singular other the premises here in before mentioned or intended to be hereby assigned,

with their and every of their appurtenances, without the lawful let, trouble, damage, molestation, eviction, disturbance, hindrance or interruption of or by him the said *Abner Bain*, his executors, administrators, or assigns, or of or by any other person or persons lawfully claiming or to claim from, by or under him, them or any of them, or by his, their, or any of their act, means, consent, neglect, default, privity or procurement; and that free and clear, freely and clearly acquitted, exonerated and discharged, or by him the said *Abner Bain*, his executors, administrators or assigns, well and sufficiently saved, defended, kept harmless and indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, assignments, surrenders, forfeitures, rents, arrearages of rents, and of and from all other estates, titles, troubles, charges and incumbrances had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered by him the said *Abner Bain*, or by, through, with or under his act, means, consent, privity, neglect, default or procurement: And further, that the said *Abner Bain*, his executors, administrators and assigns, and all and every other person or persons lawfully having or claiming, or to claim any estate, right, title or interest, of, in, to, or out of the said hereby assigned premises or any part thereof, by, from or under him, shall and will from time to time, and at all times hereafter, at the reasonable request and at the proper costs and charges in the law of the said *Caleb Doe*, his executors, administrators or assigns, make, do, and execute all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances in the law whatsoever, for the further, better and more absolute assigning, confirming and assuring of the said messuage or tenements and premises hereby assigned with their appurtenances, unto the said *Caleb Doe*, his executors,

administrators and assigns, for and during all the residue and remainder of the said term of *forty-four* years, which shall be then to come and unexpired, as by the said *Caleb Doe*, his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required; so as such further assurances and conveyances continue or extend to no further or other warranty or covenant, than against the acts of the person or persons making the same; and so as such person or persons, who shall be required to make the same, be not compelled or compellable to go or travel from their respective places of abode for the doing thereof. And the said *Caleb Doe*, for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree to and with the said *Abner Bain*, his heirs, executors and administrators, by these presents in manner and form following, that is to say, that he the said *Caleb Doe*, his heirs, executors, administrators or assigns, or some of them, shall and will, from time to time and at all times hereafter, well and truly pay the rent, and perform the covenants and agreements in the said recited indenture of lease reserved and contained, which on the tenant's or lessee's part from the — day of — are and ought to be paid and performed, according to the true intent and meaning of the said indenture of lease; and thereof, and therefrom, and of, from and against all actions, suits, costs, charges, expenses, troubles, damages and demands whatsoever, which shall or may arise, happen, be commenced or prosecuted against the said *Abner Bain*, his heirs, executors, administrators or assigns, or which he, they, or any of them, shall or may sustain, suffer, or be put unto, for or by reason or means of the non-payment of the rent, or the breach or nonperformance of the said covenants or agreements, or any of them, shall and will at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *Abner*

Bain, his heirs, executors, and administrators, forever, by these presents. In witness whereof, &c.

¶ An authority or trust cannot be assigned over, unless it be granted to one and his assigns, and then it must be in writing. Matters of ease and pleasure granted to a person, cannot be assigned, as to go to church over my ground, to live at my table, &c. but generally speaking matters of profit may be granted over,

Of a Bond and Mortgage after judgment and execution, and part of the debt paid.

This indenture made the — day of —, between *George Rex*, and *Caleb Cone*, executors &c. of *Henry Rex*, deceased, of the one part, and *Martin Gates* of —, of the other part.

Whereas *Andrew Eaton*, of —, in and by a certain obligation or writing obligatory, under his hand and seal, duly executed, bearing date, &c. became bound unto the said *Henry Rex*, in his life time, in the sum of —, conditioned for the payment of —, on or before &c. as in and by the said recited obligation and condition thereof fully appears. And whereas the said *Andrew Eaton*, by way of collateral security for the aforesaid debt and interest, in and by a certain indenture of mortgage, bearing date &c. for the considerations therein mentioned, did grant, bargain and sell, unto the said *George Rex*, and *Caleb Cone*, as executors aforesaid, and to their heirs and assigns, a certain tract of land called —, situate &c. containing — acres, being bounded, &c. Also a certain other tract, &c. together with their and every of their appurtenances to hold to them the said *George Rex*, and *Caleb Cone*, their heirs and assigns forever, with this proviso, That the same indenture and the estate and estates thereby

granted, and the said recited obligation should become void on payment of the mortgage monies and interest aforesaid, as in and by the said recited indenture of mortgage duly recorded in *Dauphin* county more at large appears. And whereas judgment for the said debt, interest and costs hath been obtained in the court of common pleas for the said county of *Dauphin*, against him the said *Andrew Eaton*, at the suit of the said *George Rex*, and *Caleb Cone*, executors as aforesaid, upon which judgment execution hath been issued and sued forth, and the said execution is now in the hands of the sheriff of the county of *Dauphin* aforesaid. And whereas the said *Andrew Eaton* hath only paid the sum of —, on account of the principal debt and interest aforesaid, so that there yet remains due the principal sum of —, besides — interest accrued thereon, to the day of the date hereof. Now this indenture witnesseth, that the said *George Rex* and *Caleb Cone*, as executors aforesaid, for and in consideration of the said sum of —, balance of the principal debt aforesaid, and — interest unto them well and truly paid by the said *Martin Gates*, at or before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, assigned and set over, and by these presents do grant, bargain, sell, assign and set over unto the said *Martin Gates*, his heirs, executors, administrators and assigns, the aforesaid recited obligation and the warrant of attorney thereunto annexed, and the said recited indenture of mortgage, and all and every the sum and sums of money which on the day of the date hereof are due and payable thereupon, and which shall or may hereafter accrue and grow due and payable thereupon, and also the aforesaid two several described tracts of land and premises with the appurtenances, mortgaged as aforesaid; and also the aforesaid judgment and execution, and all the monies now due or hereafter to become due and payable there.

upon, and the benefit and advantage thereof, and all the estate, right, title, interest and demand of, in and to the said recited obligation, indenture, lands and monies hereby assigned; and also of, in and to the said judgment and execution which they the said *George Rex* and *Caleb Cone*, as executors aforesaid, now have or ought to have or claim. To have, hold, receive, take and enjoy the said obligation, indenture of mortgage, and the said lands thereby granted, and the said judgment and execution, and all the monies hereby assigned unto the said *Martin Gates*, to the only use and behoof of the said *Martin Gates*, his heirs, executors, administrators and assigns for ever, and at his and their sole risque—Subject to the right of redemption of the said *Andrew Eaton*, his heirs and assigns, by payment of the principal monies and interest now due or to become due thereupon. And it is hereby agreed, that they the said *George Rex* and *Caleb Cone*, as executors aforesaid, or otherwise, or the estate of the said *Henry Rex* deceased, shall not in any wise howsoever be responsible or accountable for any loss, deficiency or damage which the said *Martin Gates*, his heirs, executors, administrators or assigns shall or may sustain or suffer, by reason of this assignment, or in case the said *Andrew Eaton* should prove insolvent, or his title to the said mortgaged lands and premises prove defective. In witness whereof the said parties to these presents have interchangeably set their hands and seals hereunto. Dated the day and year first before written.

Of an Apprentice.

To all to whom these presents shall come, I *Abel Man*, of —, send greeting. Whereas my apprentice *Andrew Pool*, hath divers years yet to come and unexpired of his apprenticeship, to wit, — whole years from the

— day of — now last past, as by his indenture of apprenticeship to me sealed doth appear : Now know ye, that I the said *Abel Man*, for divers good causes and considerations me hereunto moving, have given, granted, assigned, and set over, and by these presents do fully and absolutely give, grant, assign and set over, unto *Abner Stout*, of — , all such right, title, duty, term of years to come, service and demand whatsoever, which I the said *Abel Man* have in or to the said *Andrew Pool*, or which I may or ought to have in him by force and virtue of the said indenture of apprenticeship. And moreover I the said *Abel Man*, do by these presents covenant, promise, and agree to and with the said *Abner Stout*, his executors and administrators, that notwithstanding any thing by me the said *Abel Man*, to be done to the contrary, the said *Andrew Pool* shall, during the said term of — years, well and truly serve the said *Abner Stout* as his master, and his commandments lawful and honest shall do, and from his service shall not absent himself during the said term. It is covenanted that the said *Abner Stout* shall well intreat and use him the said *Andrew Pool*, and him the said *Andrew Pool* in the craft, mystery and occupation of a *blacksmith*, which he the said *Abner Stout* now useth, after the best manner that he can or may, shall teach, instruct, and inform, or cause to be taught, instructed and informed, as much as thereunto belongeth, or in any wise appertaineth, and shall also during the same term find and allow unto the said *Andrew Pool*, sufficient meat, drink, apparel, washing, lodging, and all other things needful or meet for an apprentice. In witness, &c.

Another.

Know all men by these presents, That I, the within named *Michael Myer*, for divers good causes and considerations, have assigned and set over, and by these

presents (as far as I lawfully may or can) Do assign and set over the within indenture, and the apprentice therein named, unto *William Winship*, his executors, administrators and assigns, for the residue of the term within mentioned, he and they performing all and singular the covenants therein contained on my part to be kept and performed, and indemnifying me from the same. In witness, &c.

Of a Servant.

In consideration of the sum of —, I do hereby assign and set over the within servant, to serve *Caleb Doe*, his executors, administrators and assigns, for the residue of the term within mentioned. Witness my hand and seal, &c.

N. B. This must be done before a justice of peace. See *Read's Dig.* 347.

In trust for Creditors.

This indenture, of three parts, &c. between *Joseph George*, of —, of the first part; *John Bee*, of —, *Peter Crow*, of —, and *David Bell*, of —, of the second part; and all other the creditors of the said *Joseph George*, who shall have signed and sealed these presents, of the third part: Whereas the said *Joseph George*, on the day of the date hereof is justly and truly indebted unto his said creditors respectively, in the several sums in the schedule hereunto annexed, mentioned, which by reason of divers losses and misfortunes he is unable to make full payment and satisfaction for: And whereas the said *Joseph George* hath consented and agreed to transfer and assign all and singular the mercery goods, debts, sum and sums of money as are

now due, owing, or belonging to him, in trust only, for all such of his said creditors, who shall sign and seal these presents towards payment and satisfaction of their several respective debts, without any undue preference: Now this indenture witnesseth, that the said *Joseph George*, for and towards payment and satisfaction of the several and respective debts of all such of his said creditors, and in consideration of the sum of five shillings of lawful money of the United States, to the said *Joseph George*, in hand by the said *John Bee*, *Peter Crow*, and *David Bell*, at or before the sealing and delivery of these presents, well and truly paid; the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *John Bee*, *Peter Crow*, and *David Bell*, all and singular the mercery goods, debts, sum and sums of money due, owing, or belonging to the said *Joseph George*, and all securities had, taken, or obtained for the same, and also all the right, title, interest, claim and demand whatsoever of him the said *Joseph George*, of, in, or to the same, or any part thereof, To have and to hold, receive, and take, all and singular the said mercery goods, debts, sum and sums of money hereby assigned, or mentioned, or intended so to be, with their and every of their appurtenances, unto the said *John Bee*, *Peter Crow*, and *David Bell*, their executors, administrators and assigns, from henceforth for ever; Upon trust nevertheless, and to the intent and purpose that they the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, do, and shall, with all convenient speed, make sale and disposition of the said mercery goods, for the most and best price they can get for the same, and use their best endeavors by all lawful ways and means to obtain, recover, and receive into their hands and possession, all and singular the said debts, sum and

sums of money due and owing to the said *Joseph George*, and that after a deduction of all such reasonable costs, charges, and expenses as they the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, shall really pay and expend, relating to the execution of the trust, and of a year and an half's rent to *Simon Old, esq.* for the dwelling-house of the said *Joseph George*, situate in —, to become due at *Christmas* next, then upon trust, that all the remainder of all such mercery goods, debts, sum and sums of money so belonging to, and due and owing to the said *Joseph George*, and which shall be had, recovered, and received by them the said *John Bee*, *Peter Crow*, and *David Bell*, their executors or administrators, by virtue of these presents, shall be distributed and divided unto and amongst the said *John Bee*, *Peter Crow*, and *David Bell*, their executors, and administrators, and all the other creditors of the said *Joseph George*, who shall have signed and sealed these presents equally and proportionably, according to their respective debts, in the schedule annexed, mentioned, and to and for no other use, intent, or purpose whatsoever. And for the better and more easy getting in and receiving of all and every the debt and debts, sum and sums of money now due, owing, or belonging unto the said *Joseph George*; the said *Joseph George* hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said *John Bee*, *Peter Crow*, and *David Bell* their executors and administrators, his true and lawful attornies irrevocable, in the name of him the said *Joseph George*, or in their own name or names, or otherwise, but to and for the only proper use and benefit of them the said *John Bee*, *Peter Crow*, and *David Bell*, and all such of the said creditors of the said *Joseph George*, who shall sign and seal these presents, to ask, demand, sue for, recover and receive, of and from all and every person and persons

any ways indebted to the said *Joseph George*, all and every sum and sums of money by them respectively due and owing unto the said *Joseph George*, in trust nevertheless, to and for the uses aforesaid, and upon the receipt thereof, or of any part thereof, acquittances or other discharges in the name of him the said *Joseph George*, his executors or administrators, or in the said trustees own name or names, to make, and give, and for default of payment thereof, or of any part thereof the said several persons every or any of them, to sue, prosecute, imprison, and implead, and to compound and agree for all or any of the said debts, as they or the survivor of them shall see occasion; and upon such composition or other agreement the said persons, or any or either of them out of prison to deliver, and also for the purposes aforesaid one or more attorney or attorneys, under them, and the survivor of them, to constitute and appoint, and to do and perform all and every such further and other lawful and reasonable act and acts, thing and things, as shall be necessary, for the better and more speedy recovering and getting in the said debt and debts, sum and sums of money, and every of them: And the said *Joseph George* for himself, his executors and administrators, doth covenant, promise, and agree to and with the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, by these presents in manner and form following, that is to say, that he the said *Joseph George*, or any other person or persons, by his order or for his use shall not nor will at any time hereafter make, do, commit, or suffer any act, matter, or thing whatsoever, to release or discharge any the debt or debts, sum or sums of money due, and owing unto him the said *Joseph George*, as aforesaid, or any part thereof, nor shall nor will revoke the power and authority hereby given, nor obstruct nor hinder the said *John Bee*, *Peter Crow*, and *David Bell*, or any or either of them, in the recover-

ing, receiving, and getting in the same, but shall and will permit and suffer the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, and every of them, peaceably and quietly to recover and receive all and singular the said debts, sum and sums of money, to and for such use and benefit as aforesaid, hereby ratifying and allowing all and whatsoever the said *John Bee*, *Peter Crow*, and *David Bell*, their executors or administrators, shall lawfully do, or cause to be done, in and about the premises, by virtue of these presents: And further, that he the said *Joseph George*, at the request, costs, and charges of the said creditors, shall and will from time to time and at all times hereafter, make, do, and execute, all and every such further and other acts, matters, and things, for the further and better assigning and assuring all and singular the premises hereinbefore mentioned or intended to be hereby assigned, to and for the uses, intents, and purposes hereinbefore expressed as by their or any of their counsel learned in the law, shall be reasonably advised or required: And that he the said *Joseph George*, his executors and administrators, shall and will from time to time, and at all times hereafter, as often as there shall be occasion, upon every reasonable request or notice to him or them given by the said *John Bee*, *Peter Crow*, and *David Bell*, or some or one of them, assist them in making up his accounts, and in the settling of any disputes that shall at any time hereafter arise or happen, touching or concerning any of the debts or sums of money whatsoever, due and owing to the said *Joseph George*, and also in the proving and getting in of the said debts, according to the best of his power and ability: And the said *John Bee*, *Peter Crow*, and *David Bell*, for themselves severally, and not jointly, and for their several and respective executors and administrators do and each and every of them doth covenant, promise, and agree, to and with the other creditors of the said

Joseph George by these presents, that they the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, shall and will from time to time and at all times hereafter, as often as they shall be thereunto required by the said creditors, or any three or more of them whose debts shall amount in the whole to —, or upwards, make, render, and give unto him, her, or them demanding the same, a just account of all such sum and sums of money as shall be by them or either of them received or got in, for, or upon the account of the mercery goods, debts, sum and sums of money so belonging, due, and owing to the said *Joseph George*, together with the time when, and also the names of the persons of whom any money shall be received, and where they live, and also shall and will upon request and notice to them, or the survivors or survivor of them, given by all the other creditors of the said *Joseph George* (or any three or more of them, whose debts in the whole shall amount to —, or upwards) well and truly pay, distribute, and divide the same unto and amongst them the said *John Bee*, *Peter Crow*, and *David Bell*, and all and every of the other creditors of the said *Joseph George*, who shall have signed and sealed these presents as aforesaid, and so from time to time, and at all times hereafter, pay, distribute, and divide, all such monies as shall be received and gotten in by them the said *John Bee*, *Peter Crow*, and *David Bell*, their executors or administrators, as often as the other creditors of the said *Joseph George* shall desire and demand the same, to and amongst themselves, and all and every of the other creditors of the said *Joseph George* as aforesaid, share and share alike, according to the proportions of their several and respective debts : And also, that they the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, shall and will deal justly and faithfully according to their power and ability, skill and knowledge in the execution of the

trusts hereby reposed in them : And all the said creditors, parties to these presents, for the consideration aforesaid, and for other good causes and considerations them thereunto moving, do, for themselves severally and respectively, and not jointly, and for their several and respective executors and administrators, partners and assigns, and not the one for the others act, or for the executors or administrators of the others of them, covenant, promise, and agree, to and with the said *Joseph George*, his executors and administrators, and every of them by these presents, that neither they the said creditors, parties to these presents, nor their executors or administrators, partners or assigns, or any of them, shall or will in any manner or wise sue, arrest, implead or prosecute him the said *Joseph George*, his executors or administrators, or any of them, or his, their, or any of their goods, chattels, lands, or tenements, for or upon account of any debt or sums of money now due or owing unto them or any of them, and in case any of the said creditors, parties to these presents, their executors or administrators, partners or assigns, shall sue, arrest, imprison, implead or prosecute the said *Joseph George*, his executors or administrators, or any of them, for any such debts due and owing from the said *Joseph George*, as aforesaid, that then these presents shall be a sufficient release and discharge, to all intents and purposes at law or in equity, to and for the said *Joseph George*, his executors and administrators, and he and they shall be and are hereby acquitted, released, and discharged, against them the said creditors, and every of them, their and every of their executors and administrators, partners and assigns, who shall sue, arrest, imprison, implead, or prosecute the said *Joseph George*, his executors or administrators, contrary to the true intent and meaning of these presents, and as such shall and may be pleaded by him the said *Joseph George*, his executors and administrators : And it is hereby agreed

by and between all the said parties to these presents, that they the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, and every of them shall and may be allowed and paid such costs, charges, and expenses, as they, any or either of them shall sustain or be put unto, for or by reason of the execution and management of the trust hereby in them reposed, or any wise touching or concerning the same : And then it shall and may be lawful to and for the said *John Bee*, *Peter Crow*, and *David Bell*, their executors and administrators, to act in execution of the trust, in such manner as they shall think fit ; Provided always, and it is hereby agreed, by and between all the said parties to these presents, that none of the creditors of the said *Joseph George*, whose debts or part thereof are mentioned in the schedule hereunto annexed, to be due on notes of the said *Joseph George's* hand, or the executors, administrators, or assigns, of them or any of them, shall for or in respect of their debts respectively mentioned in the said schedule, to be due on notes as aforesaid, receive any share or proportion of the goods, debts and effects hereby assigned, until they shall have first severally delivered up the said notes to the said *John Bee*, *Peter Crow*, *David Bell*, and *Joseph George*, or to some or one of them to be cancelled, any thing herein before contained to the contrary thereof notwithstanding : And the several creditors of the said *Joseph George*, whose debts or part thereof are mentioned in the schedule hereunto annexed to be due on notes as aforesaid, and who shall have signed and sealed these presents, for themselves severally and respectively, and not jointly, and for their several and respective heirs, executors, and administrators, do, and each and every of them doth covenant, promise, and agree to and with the said *Joseph George*, his executors and administrators, by these presents, that they the said creditors respectively, their respective heirs, ex-

cutors, and administrators, shall and will from time to time, and at all times hereafter, so far as concerns their respective debts due to them from the said *Joseph George*, on notes of hand as aforesaid, until the said notes shall be severally delivered up to be cancelled as aforesaid, save, defend, keep harmless, and indemnified him the said *Joseph George*, his executors, and administrators, and his and their goods and chattels, lands, and tenements, of, from, and against the said notes, and all costs, charges, damages, and expenses that shall happen or come to him or them, for or by reason of the non-payment thereof respectively : Provided also, and it is hereby agreed by and between the said parties to these presents, that in case so many of the creditors of the said *Joseph George*, mentioned in the schedule hereunto annexed, whose debts in the whole, amount unto the sum of — pounds, shall not have duly signed and sealed these presents, on or before the — day of — next ensuing, then these presents and every covenant, clause and thing, herein contained, shall cease, determine, and be utterly void, and of none effect, and that then and in such case what monies shall be received (if any) by all or any of the said creditors, shall go and be repaid unto the said *Joseph George*, any thing hereinbefore contained to the contrary thereof notwithstanding : Provided also, and it is agreed by and between the said parties to these presents, that in case the said *John Bee*, *Peter Crow*, and *David Bell*, any or either of them, their, any or either of their executors or administrators, shall receive out of the said assigned premises, more than sufficient to pay and discharge all and singular the several debts mentioned in the schedule hereunto annexed (over and besides defraying the charges of the execution of the trusts herein reposed in them) that then the said *John Bee*, *Peter Crow*, and *David Bell*, their executors or administrators shall and will at the request of the said *Joseph*

George, his executors or administrators, pay to him or them, all such overplus money, this indenture or any thing therein contained to the contrary thereof in any wise notwithstanding. And lastly, it is hereby mutually declared and agreed by and between all the said parties, that they the said *John Bee*, *Peter Crow*, and *David Bell*, as often as they or any of them shall, by receipt of any of the said debts of the said *Joseph George*, or any of them, or by sale of his goods and effects have received the sum of —, shall immediately pay the same into the bank of —, there to remain until a dividend shall be made thereof, according to the true intent and meaning of these presents, and that the said trustees shall retain in their hands, the proportion of the debts and effects hereby assigned, as shall belong to such of the said creditors, parties hereto, in respect of so much of their debts as shall be owing to them by promissory notes, under the hand of the said *Joseph George*, until the said notes shall be delivered up unto the said *Joseph George* or his order, to be cancelled; any thing herein before contained to the contrary thereof in any wise notwithstanding. In witness, &c.

Of an Annuity for the life of the Assignee.

This indenture made &c. between *Enoch Man*, of —, of the one part, and *Immis Adams*, of —, of the other part, witnesseth, That whereas *Martin Mays*, late of —, deceased, did by his last will and testament in writing, devise unto the said *Enoch Man*, one annuity or yearly sum of — dollars, to be issuing and payable, yearly, and every year, out of all and every the messuages, lands, tenements, and hereditaments of him the said *Martin Mays*, whatsoever, and wheresoever the same lie, and to be paid yearly and every year from and after his decease, unto *Enoch Man*, for and during the life of the said *Enoch Man*, with a power of

distress, to and for the said *Enoch Man*, upon non payment thereof, or for any part or parcel thereof, as in and by the same last will and testament may more fully appear, which said annuity hath ever since the death of the said *Martin Mays*, been satisfied and paid to the said *Enoch Man*, according to the tenor, purport and true intent and meaning of the said will. And whereas the said *Innis Adams*, hath contracted and agreed with the said *Enoch Man*, for the purchase of the said annuity or rent charge, at or for the price or sum of ——. Now therefore, this indenture witnesseth, that the said *Enoch Man*, for and in consideration of the sum of — dollars unto him in hand paid, by the said *Innis Adams*, before the sealing and delivery hereof, the receipt whereof the said *Enoch Man*, doth hereby acknowledge and thereof and therefrom doth acquit and discharge the said —, his executors, administrators, and assigns, and every of them by these presents, and for divers other good causes and considerations him thereunto moving, he the said *Enoch Man*, hath granted, bargained, sold, assigned and set over, and by these presents doth grant, bargain, sell, assign and set over, unto the said *Innis Adams*, his executors, administrators and assigns, all and every part of the aforesaid annuity, yearly rent, or sum of — dollars, and all the estate, right, title, interest, benefit and power of distress and distresses, use, possession, claim and demand whatsoever, which he the said *Enoch Man*, now hath or may, or in any wise ought to have, of, in, or unto, or for the said annuity, or yearly sum, or annual rent of — dollars before mentioned. To have, hold, receive, enjoy and take the said annuity, or yearly sum or rent of — dollars, and all the estate, right, title, interest, property, benefit and power of distress, and distresses, use, possession, claim and demand whatsoever of him the said *Enoch Man*, of, in, and unto every part and parcel thereof as aforesaid, unto the said *Innis Adams*, immediately from henceforth, for and during the

term of the life of the said *Enoch Man*, in as large, ample and beneficial manner, to all intents and purposes, as he the said *Enoch Man*, might, could, should, or ought to have or enjoy the same, if these presents had not been made. And the said *Enoch Man*, doth for himself, his executors, administrators and assigns, covenant, promise and agree, to and with the said *Innis Adams*, his executors, administrators and assigns, by these presents, that he the said *Enoch Man*, now hath lawful authority and right to give, &c. the said annuity in manner and form aforesaid : and that heretofore neither he, nor any other by his appointment, or with his consent, hath made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly rent of, &c. or any part thereof ; nor that he the said *Enoch Man*, nor any other by or from him, or with his consent have or hath done, nor hereafter at any time shall do, commit or suffer to be done any act, deed, or thing whatsoever, whereby the said *Innis Adams*, his executors, administrators or assigns, shall or may be hindered or letted, of, or in the having, receiving, and enjoying of the said annuity or yearly rent, or any part thereof : And that the said *Innis Adams*, his executors, administrators and assigns, shall and may from time to time, and all times hereafter, for and during the natural life of the said *Enoch Man*, lawfully, peaceably, &c. have &c. the said annuity or, &c. and every part, &c. to the proper use, &c. without the let, &c. And further that the said *Enoch Man*, shall and will from time to time, and all times hereafter, at the reasonable request, &c. do or cause to be done, all such further act and acts, thing and things, for the further assuring of the said annuity, &c. to the said *Innis Adams*, his executors, administrators and assigns, for and during the natural life of the said *Enoch Man*, as by the said *Innis Adams*, his executors, administrators and assigns, shall be reasonably devised, advised and required. In witness, &c.

Assignment and release of a Share of the residue of the Testator's personal Estate from one Executor to another.

This indenture made, &c. between *Sarah Lee*, of —, of the one part, and *Peter Lee*, of —, of the other part : Whereas [*here recite the will*] and did nominate and appoint his said wife *Sarah*, and his two sons, *Peter* and *John Lee*, executors of his said will, as by the said will, relation being thereunto had will more fully appear. And whereas the said *Peter Lee*, solely acted in the said executorthip, and paid all the said testator's debts, and the said *Sarah Lee* her said legacy of — dollars, and all other legacies given by the said testator's will ; and the said *Sarah Lee* hath retained in her hands all the *silver plate*, &c. given her by the said testator's will as aforesaid. And whereas the residue of the said testator's estate consists chiefly in debts beyond sea, and in damaged and old fashioned gold and silver stuffs, which debts in all probability will not be got in without great length of time (if at all), nor can the goods be disposed of without great loss : And whereas in order to make an end of the said executorthip account, he the said *Peter Lee*, hath agreed with the said *Sarah Lee* for the purchase of her third part, or share, of the residue of the said testator's estate, given her by the said testator's will as aforesaid, at and for the sum of —. Now this indenture witnesseth, that the said *Sarah Lee*, for the consideration aforesaid, and for and in consideration of the said sum of — of lawful money of the United States, to her in hand, at or before the sealing and delivery of these presents by the said *Peter Lee*, well and truly paid, the receipt whereof she, the said *Sarah Lee*, doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release, and discharge the said *Peter Lee*, his executors, administrators, and assigns, by these presents ;

hath granted, assigned, and released, and by these presents doth grant, assign, and release, unto the said *Peter Lee*, his executors, administrators, and assigns, all her third part, or share of, and in the rest and residue of the estate of the said *Peter Lee*, deceased, given and bequeathed to her by the said recited will as aforesaid, To have and to hold the said third part, or share, of the residue of the estate of the said *Peter Lee*, deceased, hereby assigned and released, or mentioned, or intended so to be, unto the said *Peter Lee*, his executors, administrators, and assigns, to be by him and them had, held, received, and enjoyed, to his and their only proper use and benefit, without any account to be given to the said *Sarah Lee*, her executors or administrators, for the same. And the better to enable the said *Peter Lee*, his executors, administrators or assigns, to get in and receive the debts still remaining due and owing to the said testator's estate, she, the said *Sarah Lee*, hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute, and appoint the said *Peter Lee*, his executors, administrators, and assigns, her true and lawful attorney and attornies, irrevocable in her name and stead, or in the name, and to and for the proper use and behoof of him the said *Peter Lee*, his executors, administrators, or assigns, or in her name, jointly with the said *Peter Lee* and *John Lee*, or the survivor of them, to ask, demand, receive, and take of and from all and every person and persons any ways indebted to the estate of the said *Peter Lee* deceased, all and every debt and debts, sum and sums of money, so by them respectively due and owing; and in default of payment thereof, or of any part thereof, to sue for and recover the same; and upon the recovery or receipt thereof, or any part thereof, or any other end, composition, or agreement made, of or concerning the premises, to make and execute any lawful release or discharge for the same; and further, to do all and eve-

ry other act and acts, thing and things whatsoever, which shall be requisite or needful in or about the premises, for obtaining thereof in as full, large, ample, and beneficial manner and form, to all intents and purposes whatsoever, as she the said *Sarah Lee*, might or could do in her proper person, if these presents had not been made. And also for him the said *Peter Lee*, his executors, administrators, or assigns, to detain and keep to his and their own proper use and benefit, all such sum and sums of money so to be had, received or recovered as aforesaid, without any account to be given or rendered unto her the said *Sarah Lee*, her executors, administrators, or assigns, for or concerning the same; she, the said *Sarah Lee*, giving, and by these presents granting, unto the said *Peter Lee*, his executors, administrators, or assigns, her full and absolute power in the premises, and hereby ratifying and confirming all and whatsoever the said *Peter Lee*, his executors, administrators, or assigns, shall lawfully do, or cause to be done, in and about the same premises, as fully and effectually, to all intents and purposes, as if she, the said *Sarah Lee*, were present and did the same herself. And the said *Sarah Lee*, doth hereby for herself, executors and administrators, and for every of them, covenant, promise and grant to and with the said *Peter Lee*, his executors, administrators and assigns, and every of them by these presents, that she, the said *Sarah Lee*, her executors or administrators, or any of them, unless it be at the request of the said *Peter Lee*, his executors, administrators, or assigns, or some or one of them, shall not nor will at any time hereafter release, discharge, vacate, or make void, the said debt and debts, sum or sums of money hereby assigned and released, to him the said *Peter Lee* as aforesaid, or any part thereof, or any proceedings to be had or commenced for the recovery of the same, or do any act or thing whatsoever, whereby to defeat, or any ways im-

pede or hinder the said *Peter Lee* of or from all, or any lawfull proceedings, and taking all and singular the benefit and advantage thereof, for the recovering and receiving all and singular the said debt and debts, sum and sums of money hereby assigned and released to him the said *Peter Lee* as aforesaid, or mentioned or intended so to be, according to the true intent and meaning of these presents. And that neither the said *Sarah Lee* nor her executors or administrators, shall or will at any time hereafter revoke, or in any wise make void this present letter of attorney or any of the powers herein and hereby granted. And further, that she the said *Sarah Lee*, her executors, and administrators shall and will, from time to time, and at all times hereafter, at the reasonable request, and at the proper costs and charges of him the said *Peter Lee*, his executors, administrators or assigns, make, do, and execute, such further and other lawfull and reasonable act and acts, thing and things, for the better assigning, releasing, recovering or obtaining, all and singular the said hereby assigned, and released, or mentioned, or intended to be assigned and released premises, unto him the said *Peter Lee* in manner aforesaid, as by the said *Peter Lee*, his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, or required. And the said *Peter Lee*, for himself, his heirs, executors, and administrators, doth covenant, promise, grant and agree, to and with the said *Sarah Lee*, her executors and administrators, that he the said *Peter Lee*, his heirs, executors, and administrators, shall and will, at all times hereafter, indemnify, defend, and save harmless, the said *Sarah Lee*, her heirs, executors, and administrators, of and from all costs, charges, losses, damages, and expenses, which she or they shall or may sustain, or be put unto, for or by reason or means of any action or actions, suit or suits, that shall or may be brought or commenced against

any person or persons whatsoever, debtors to the estate of the said *Peter Lee* deceased, by virtue of these presents. In witness, &c.

✓ *Of a Pension until Money due upon a Bond shall be satisfied thereout.*

To all to whom these presents shall come, *Henry Man*, of —, sendeth greeting: Whereas the said *Henry Man*, by his bond or obligation under his hand and seal, bearing date on or about the — day of —, which was in the year —, became bound to *Enoch Hall*, of —, [as in bond.] And whereas the said *Enoch Hall* is since dead, having first made his last will and testament in writing, bearing date the —, and thereof constituted and appointed *Samuel Innis* and *Isaac Roe*, both of —, the executors, as in and by the said will duly proved and remaining in the register's office of the county of —, reference being thereunto had will appear. And whereas there is now justly due and owing from the said *Henry Man* to the said *Samuel Innis* and *Isaac Roe*, on the said bond, as executors as aforesaid, the sum of —. And whereas the said *Henry Man*, is entitled during his life to a pension of — a year, given him by —, payable quarterly; which pension the said *Henry Man*, hath agreed to assign unto the said *Samuel Innis* and *Isaac Roe* for the better securing the payment of the said sum of —, so remaining due on the said recited bond, as aforesaid, with lawful interest for the same. Now know ye, that the said *Henry Man*, for the end and purpose aforesaid, and in pursuance and performance of the said agreement, and for and in consideration of the sum of five shillings of lawful money of —, to him in hand at or before the sealing and delivery of these presents, by the said *Samuel Innis* and *Isaac Roe*, well and truly paid, the receipt whereof he the said *Henry Man* doth

hereby acknowledge; hath assigned, transferred and set over, and by these presents doth assign, transfer and set over, unto the said *Samuel Innis* and *Isaac Roe*, their executors, administrators and assigns, the said pension of — a year, given him by — as aforesaid; and all benefit and advantage whatsoever to be had, gotten, or obtained thereby, or by means or in respect thereof. To have, hold, receive, take and enjoy, the said pension hereby assigned, or intended to be hereby assigned unto the said *Samuel Innis* and *Isaac Roe*, their executors, administrators and assigns, for and during so long time and until the said sum of —, so due and owing from the said *Henry Man*, to the said *Samuel Innis* and *Isaac Roe*, as executors as aforesaid on the said recited bond, with lawful interest for the same, shall be fully satisfied and paid (if he the said *Henry Man* shall so long live). And the better to enable the said *Samuel Innis* and *Isaac Roe*, their executors, administrators and assigns, to receive the said pension hereby assigned, when and as the same shall from time to time become due, he the said *Henry Man*, hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute and appoint, the said *Samuel Innis* and *Isaac Roe*, and each of them, and the executors and administrators of the survivor of them, his true and lawful attorney and attornies, irrevocable, in his name and stead, or in their or either of their own name or names, but to and for the purposes aforesaid, to ask, demand, receive, and take of and from all and every person or persons now or hereafter to be appointed to pay the same, the said pension of —, so given to the said *Henry Man*, by — as aforesaid, when and as the same shall from time to time become due and payable, for and during so long time and until the said sum of — so due and owing from the said *Henry Man* to the said *Samuel Innis* and *Isaac Roe*, as executors as aforesaid, with lawful interest for

the same, shall be fully paid and satisfied if he the said *Henry Man* shall so long live.) And upon receipt thereof or any part thereof, to make and execute any lawful release or discharge for the same. And further, to do all and every other act and acts, thing and things whatsoever, which shall be needful or necessary to be done in or about the premises, for receiving thereof in as full, large, ample, and beneficial a manner to all intents and purposes as he the said *Henry Man*, might or could do in his proper person, if these presents had not been made; he the said *Henry Man*, hereby ratifying and confirming all and whatsoever the said *Samuel Innis* and *Isaac Roe*, and each of them, and the executors and administrators of the survivor of them, shall lawfully do, or cause to be done, in or about the premises, by virtue of these presents. And the said *Henry Man*, for himself, his heirs, executors and administrators, and for every of them, doth hereby covenant, promise and agree to and with the said *Samuel Innis* and *Isaac Roe*, their executors, administrators, and assigns, and every of them, by these presents, that the said *Henry Man* shall not, nor will at any time hereafter, revoke or make void the letter of attorney hereinbefore contained, or do any act or thing to defeat or hinder the said *Samuel Innis* and *Isaac Roe*, or either of them, or the executors or administrators of the survivor of them, in the receiving the said pension hereby assigned according to the true intent and meaning of these presents. And further, that the said *Henry Man*, shall and will, from time to time, at his own proper costs and charges, make, do and execute, such further and other lawful and reasonable act and acts, thing and things, assignments and assurances whatsoever, for the better and more effectual assigning and receiving the said pension hereby assigned, or intended so to be, until the said *Samuel Innis* and *Isaac Roe*, for the purposes aforesaid, as by the said *Samuel Innis* and *Isaac Roe*, their executors or admi-

nistrators, shall be reasonably devised, advised, or required. In witness, &c.

Of a Lease by Indorsement.

Know all men by these presents, That I, the within named *Charles Dull*, for and in consideration of the sum of —, to me in hand paid by *Enos Fairplay*, of —, at and before the enfealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, assigned, and set over, and by these presents do grant, assign, and set over, unto the said *Enos Fairplay*, his executors, administrators and assigns, the within indenture of lease, and all that messuage, &c. thereby demised, with the appurtenances : And also all my estate, right, title, term of years yet to come, claim and demand whatsoever, of, in, to or out of the same, to have and to hold the said messuage, &c. unto the said *Enos Fairplay*, his executors, administrators and assigns, for the residue of the term within mentioned, under the yearly rent and covenants within reserved and contained on my part and behalf to be done, kept, and performed. In witness, &c.

Of a Mortgage by Indorsement.

Know all men by these presents, That I, *Abel Bell*, the mortgagee within named, for and in consideration of the sum of —, to me in hand paid by *Charles Dice*, of —, at and before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned and set over, and by these presents, do grant, bargain, sell, assign and set over unto the said *Charles Dice*, his heirs and assigns, the within indenture of mortgage, and all that messuage, &c. therein mentioned and described, toge-

ther with the rights, members and appurtenances thereunto belonging, and all my estate, right, title and interest therein : To have and to hold all and singular the premises hereby granted and assigned, or mentioned and intended so to be, unto the said *Charles Dice*, his heirs and assigns, for ever, subject nevertheless to the right and equity of redemption of the within named *Ephraim Fowler*, his heirs and assigns (if any they have) in the same. In witness, &c.

Of a Bond for payment of Money by Indenture.

This indenture &c. between *Abel Jones*, of —, of the one part, (the assignor) and *John Shaw*, of —, of the other part (the assignee.) Whereas &c. [*recital of the bond.*] And whereas the said *Abel Jones*, in consideration of — hereafter mentioned to be paid to him by the said *John Shaw*, hath agreed absolutely to assign the said before recited bond, and all principal and interest monies thereby secured, in such manner as herein after is mentioned and expressed, of and concerning the same respectively: Now this indenture witnesseth, that the said *Abel Jones*, in consideration of —, the receipt whereof is hereby acknowledged; hath bargained, sold, assigned, transferred and set over, and by these presents doth fully, clearly, freely and absolutely bargain, sell, assign, transfer and set over unto the said *John Shaw*, his executors, administrators and assigns, the said herein above recited bond or obligation, and all and every sum and sums of money thereon now due and owing, or to become due and owing, by virtue thereof, and all the right, title, interest, property, claim and demand whatsoever or howsoever of him the said *Abel Jones*, of, in, or to the said hereby assigned bond and monies thereby secured, together with the said bond

bond or writing obligatory, and all benefit and advantage whatsoever to be had or made thereof; to have, hold, receive, take and enjoy the said bond, monies, and all and singular the last hereby assigned premises, unto, and to and for the only use and benefit of the said *John Shaw*, his executors, administrators and assigns, from henceforth for ever: And for the better and more effectual enabling him the said *John Shaw*, his heirs, executors, administrators and assigns, to recover and receive the said hereby assigned money and premises, to and for his and their own use and benefit, he the said *Abel Jones* hath nominated, made, constituted, authorised and appointed, and by these presents, doth nominate, make, constitute, authorise, and appoint the said *John Shaw*, his executors, administrators and assigns, his true and lawful attorney and attornies, irrevocable for him, and in his name, and in the name and names of his executors and administrators, but for the sole and proper use and benefit of the said *John Shaw*, his executors, administrators and assigns, to ask, require, demand, recover and receive of and from the said —, his heirs, executors, and administrators, the monies due on the said bond, and on the non payment thereof, he, and his executors, administrators, and assigns, to sue for the same, and on payment thereof to deliver up and cancel the said bond, and give sufficient releases and discharges thereof, and one or more attorney or attornies, under him or them to constitute; and whatsoever the said *John Shaw*, his executors, administrators or assigns, or his or their attorney shall lawfully do in the premises, the said *Abel Jones*, doth hereby allow and confirm. And the said *Abel Jones*, for himself, his heirs, executors and administrators, doth covenant and promise with the said *John Shaw*, his executors, administrators and assigns, that he the said *Abel Jones*, hath not nor will receive the said monies due or to be due on the said bond or any part thereof, neither shall

or will release or discharge the same, or any part thereof, nor shall or will disavow, discontinue, release or discharge any action, suit, bill, plaint, judgment or execution thereupon, or for the same or any part thereof, to be had, brought, prosecuted or obtained, nor countermand or revoke any power or authority hereby given to the said *John Shaw*, his executors, administrators and assigns, without the special licence and consent of the said *John Shaw*, his executors, administrators, and assigns, therein or thereunto first had and obtained in writing, or the rule, order or decree of some court of law or equity, but will own and allow of all proceedings for recovery thereof; he the said *John Shaw*, saving the said *Abel Jones* harmless of and from any costs that may happen to him thereby. In witness, &c.

Of a Judgment recovered by Verdict.

To all to whom these presents shall come, I, *Abel Bain*, of —, send greeting. Whereas I the said *Abel Bain*, lately recovered judgment in the court of —, again *Roger Cole* of —, for the sum of —, as by the record of the said judgment, remaining in the office of the clerk of the said court doth appear, upon which judgment, execution hath been lately sued forth. Now know ye, that I the said *Abel Bain*, for divers good causes and considerations me hereunto moving, have granted, transferred, assigned and set over, and by these presents do clearly and absolutely grant, transfer, assign and set over unto *Innis Fowl* of —, his executors, administrators and assigns, as well the said judgment for the said sum of — aforesaid, as also all benefit, profit, sum and sums of money, and advantage whatsoever, that now can, or shall or may hereafter be obtained, by reason or means of the same, or any execution thereupon, now had, or to be

had, sued, executed, or obtained : and all the estate, right, title, interest, and demand whatsoever, which I the said *Abel Bain*, have, or ought to have, or claim of, in, or to the said judgment, or any sums of money, lands or tenements, which by virtue thereof, or of any process or execution thereupon sued or to be sued shall or may be recovered, obtained or gotten. And further, I the said *Abel Bain*, do by these presents make, ordain, constitute, authorise and appoint the said *Innis Fowl*, to be my true and lawful attorney, for me and in my name to use and prosecute the said execution upon the said judgment and upon composition or agreement made concerning the premises, to acknowledge satisfaction, or to make and give any other release, or discharge for the same ; and all and every such other act and acts, thing and things whatsoever, as shall be requisite in and about the premises, I covenant to allow, establish, and confirm by these presents. And I the said *Abel Bain*, for myself, my heirs, executors and administrators, do covenant, promise and agree to and with the said *Innis Fowl*, his executors, administrators and assigns, by these presents, in manner and form following, that is to say, that I the said *Abel Bain*, have never made or executed any release or other discharge of the said judgment, or of any execution which hath been or shall be thereupon sued or executed ; neither will nor shall I the said *Abel Bain*, my heirs executors and administrators, at any time hereafter, make, commit, or do any release, act, or thing whatsoever, whereby the said judgment, or any execution which hath been thereupon sued or executed, or which shall at any time hereafter be sued or executed, by the said *Innis Fowl*, or his assigns, shall be in any manner defeated, hindered, disabled, debarred, or extinguished, without the consent of the said *Innis Fowl*, his executors, administrators or assigns, thereto first had in writing. And further, that I the said *Abel Bain*, my executors and administrators, shall

and will at all times hereafter, on the request, and at the costs and charges of the said *Innis Fowl*, his heirs, executors, administrators or assigns, maintain, justify, allow and confirm all such lawful actions, suits, process, executions, and proceedings whatsoever, as have been, or shall hereafter be brought, sued forth, or prosecuted against the said *Roger Cole*, his heirs, executors, administrators or assigns, his, their, or any of their lands, tenements, goods or chattles, upon or by reason of the said judgment. In Witness, &c.

Of Mortgage of a Lease of Years.

This indenture made, &c. between *Ira Finney* of the one part, and *Richard Gore* of the other part. Whereas *Felty Hewes*, by indenture bearing date. &c. [*Here recite the mortgage*] which said sum of — or any part thereof, was not paid or tendered to or for the said *Ira Finney* at the day in the proviso of redemption limited for payment thereof, but yet remaineth unpaid, by reason whereof the said messuage and other premises, and the whole estate, right, title, and interest of the said *Felty Hewes*, in and to the same, became forfeited unto the said *Ira Finney*, and he thereby was and now is lawfully interested in and possessed of the said premises, and every part thereof during the residue of the term of years therein, which then were and now are to come and unexpired. Now this indenture witnesseth, that he the said *Ira Finney*, for and in consideration of the sum of —, to him in hand paid by the said *Richard Gore*, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *Richard Gore*, his executors, all the said messuage, &c. and premises, with the appur-

tenances, granted unto him the said *Ira Finney*, in and by the said indenture as aforesaid, and all the estate, right, title and interest of him the said *Ira Finney* by virtue of the said indenture of mortgage or assignment above recited, or of any thing therein mentioned or contained, together with the said indenture of mortgage or demise, and all other writings relating to or concerning the same, now in the custody or possession of him the said *Ira Finney*, to have and to hold the said messuage, &c. by force and virtue of the said recited indenture of lease, or the said indenture of mortgage aforesaid, or either of them, or any thing therein mentioned or expressed, or otherwise howsoever. [*Add a covenant from assignor against incumbrances, and for further assurance.*] In witness, &c.

Of an Indenture of Apprenticeship.

This indenture made, &c. between *Conrad Hoge*, of —, of the one part, and *Samuel Wade*, of —, of the other part. Whereas *Henry Pope*, son of *John Pope*, late of —, by his indenture of apprenticeship bearing date the —, became the apprentice of the said *Conrad Hoge*, for the term of seven years, commencing from the date thereof; as by the said indenture, relation being thereunto had more fully appears. Now this indenture witnesseth, that the said *Conrad Hoge*, for divers good causes and considerations him hereunto moving, and by and with the desire and consent of the said *Henry Pope*, the apprentice, (testified by his signing and sealing these presents,) hath assigned, transferred and turned over, and by these presents doth assign, transfer and turn over unto the said *Samuel Wade*, the said *Henry Pope*, the apprentice, and the said indenture of apprenticeship, and all the right, title, interest, term, service, benefit, claim and demand

whatsoever, of him the said *Conrad Hoge*, of, in, or unto the said apprentice by force and virtue of the said recited indenture or otherwise howsoever: To have and to hold the said apprentice, and the said indenture of apprenticeship, right, title, interest, benefit and service, hereby assigned unto the said *Samuel Wade*, his executors, administrators and assigns, from henceforth, for and during all the residue and remainder now to come and unexpired of the said apprenticeship or term of seven years aforesaid; and that in as ample and beneficial a manner and form to all intents and purposes whatsoever, as he the said *Conrad Hoge*, might, could or ought to have held and kept the said apprentice by force and virtue of the said recited indenture or otherwise howsoever; (under and subject nevertheless to the covenants and agreements therein on the part of the said *Conrad Hoge*, to be done and performed :) And the said *Samuel Wade*, doth for himself, his executors and administrators, covenant, promise and agree to and with the said *Conrad Hoge*, his executors, and administrators, by these presents, that he the said *Samuel Wade*, his executors and administrators shall and will well and truly observe, perform, fulfil and keep the covenants and agreements in the said recited indenture of apprenticeship on the part and behalf of the said *Conrad Hoge*, to be done and performed. In witness, &c.

Another short Form.

To all to whom these presents shall come, greeting: Whereas *Thomas Holmes*, by this indenture made &c. hath put *Robert Henry*, his son, an apprentice to me the said *Abel Bell*, to learn the art and mystery of a *painter and glazier*. Know ye, that I the said *Abel Bell*, have assigned, transferred and turned over, and by these presents do assign, transfer and turn over unto *Conrad Doe*,

the said *Robert Henry*, and the said indenture of apprenticeship, and all my right, title, interest, term, service, benefit, claim and demand whatsoever, of, in, or unto the said apprentice by force and virtue of the said recited indenture or otherwise howsoever : To have and to hold the said apprentice, and the said indenture of apprenticeship, right, title, interest, benefit and service, hereby assigned unto the said *Conrad Doe*, his executors, administrators and assigns, from henceforth, for and during all the residue and remainder now to come, he finding to the said apprentice, meat, &c. and all other necessaries during the said term, and teaching and instructing him in the art and mystery aforesaid, as I *Abel Bell* am bound and obliged according to the tenor of the said indenture. In witness whereof, &c.

Of a Mortgage for a term of years by way of indorsement, and of a Bond for payment of the Mortgage-money, and for performance of Covenants, with a Letter of Attorney.

Know all men by these presents, that I the within named *Samuel Capp*, in consideration of the sum of —, to me in hand paid by *Thomas Bently*, of —, and for divers other good causes and considerations me hereunto especially moving, have bargained, sold, assigned, transferred and set over, and by these presents do bargain, sell, assign, transfer and set over unto the said *Thomas Bently*, his executors, administrators and assigns, All and singular the within indenture of demise, and premises thereby granted and demised, or mentioned or intended so to be, and every part thereof, with the appurtenances ; and all my estate, right, title, interest, term of years to come, property, claim and de-

mand whatsoever, either in law or equity, of, in or to the same, or any part thereof: And also one bond or obligation bearing equal date with the within indenture, whereby the within named *Titus Crane* became bound to me in the penal sum of —, conditioned for the payment of — within mentioned, and for the true performance of the several covenants in the within indenture mentioned, and all and every sum and sums of money due, or to grow due thereon: To have and to hold the said several &c. and premises, by the within indenture granted and demised, with their appurtenances, unto the said *Thomas Bently*, his executors, administrators and assigns, from henceforth, for and during the residue and remainder now to come and unexpired of the within term of — years, subject to the proviso within contained; and to have, receive and take all and every sum and sums of money due, or to grow due upon the said bond to the said *Thomas Bently*, his executors, administrators and assigns, to his and their own proper use and behoof: And I, the said *Samuel Capp*, do hereby make the said *Thomas Bently*, his executors, administrators and assigns, my true and lawful attorney and attornies, &c. [*as in a letter of attorney in the assignment of a bond, p. 138.*] And I the said *Samuel Capp*, do hereby for myself, my heirs, executors and administrators, covenant, promise and grant to and with the said *Thomas Bently*, his executors, administrators and assigns, by these presents, that I the said *Samuel Capp*, have not at any time or times, made, done, committed, or wittingly or willingly suffered any act, matter or thing whatsoever, whereby or by reason or means whereof the said hereby bargained and assigned premises, or any part thereof, is, are, shall or may be charged or impeached in title, charge, estate or otherwise howsoever. In witness, &c.

Of a Bond in trust for the uses of Marriage Articles, in discharge of the residue of Money, (a Mortgage being made for part) due on a Bond to the like uses.


This indenture quadripartite, made the — day of —, between *Martha How*, of —, of the first part, *Joel Eaton*, of —, of the second part, *Eli Haines*, of —, and *Rachel* his wife, of the third part, and *Caleb Wain*, of —, and *Lemuel How*, of —, of the fourth part. Whereas the said *Martha How*, in and by one bond, dated the —, became bound unto the said *Caleb Wain*, in the penal sum of —, conditioned for the payment of —, on —, to be applied and disposed, to, for and upon such ends, intents, trusts and purposes, as were agreed and declared in and by certain articles of agreement, bearing date the —, and made between the said *Eli Haines*, of the one part, and the said *Caleb Wain*, and *Lemuel How*, of the other part: And whereas *Richard Mason*, of —, since deceased, together with the said *Joel Eaton*, in and by one other bond, became bound unto the said *Martha How*, in the penal sum of —, conditioned to be void on payment by the said *Richard Mason* and *Joel Eaton*, of the sum of —, on —, as by the said bonds reference being thereunto had more fully appears. And whereas the said *Martha How* hath, in and by one indenture bearing date the day next before the day of the date hereof, granted to the said *Caleb Wain*, by way of mortgage a messuage &c. for securing — dollars and interest, towards discharging and in part of payment of the said first recited bond: Now this indenture witnesseth, that the said *Martha How*, for the payment and satisfaction of —, and in full discharge of the said first recited bond, and in consideration also of the sum of one dollar to her in hand by the said *Caleb Wain*, and *Lemuel How*, well and truly paid, she the said

Martha How, hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said *Caleb Wain* and *Lemuel How*, their executors, administrators and assigns, the said last recited bond or obligation entered into by the said *Richard Mason* and *Joel Eaton*, to the said *Martha How*, as aforesaid, and the monies thereby secured, and all her right, title, interest, claim and demand whatsoever, of, in and to the same. And &c. [*As in Letter of attorney, p. 138*] for her and in her name, and in the name or names of her executors and administrators, but upon the trusts and for the ends, intents and purposes in the said articles mentioned, to ask, require, demand, recover and receive of and from the said &c. and for non-payment thereof, they the said *Caleb Wain* and *Lemuel How* and their executors, administrators and assigns, to sue for the same; and on payment thereof, to deliver up and cancel the said bond, and give sufficient releases and discharges thereof. All which monies, when received, shall and ought to be laid out, applied and disposed to and for such uses, intents, trusts, and purposes, as are agreed and declared by and in the said before mentioned articles. And [*Covenant not to receive the money, nor release, &c. as in p. 138.*] In witness, &c.

Of an Intestate's Personal Estate by the Administrator, and a re-assignment of it to the Administrator in order to alter the Property.

To all to whom these presents shall come, I *William Jones*, of — —, send greeting: Whereas, I the said *William Jones*, upon the decease of my late daughter *Esther Jones*, have in due form of law taken out letters of administration to my said late daughter *Esther Jones*, and

am thereby entitled to whatsoever personal estate she did die any ways possessed of, interested in, or entitled to : Now these presents witness, That I the said *William Jones*, intending hereby to alter the property of such personal estate, have, for the purpose aforesaid, and for and in consideration of the sum of one dollar to me paid by my son *William Jones*, and *Walter Fitch*, of — —, the receipt whereof is hereby acknowledged), bargained, sold, assigned, transferred and set over, and by these presents do bargain, sell, assign, transfer and set over unto my said son *William Jones*, and *Walter Fitch*, their executors, administrators and assigns, all and singular the goods, chattels, monies, mortgages, securities, and all other the personal estate of what nature or quality soever the same may be, which my said late daughter *Esther Jones* was any ways possessed of, interested in, or entitled unto, at the time of her decease : To have and to hold the said goods, chattels, monies, mortgages, securities and personal estate unto the said *William Jones*, and *Walter Fitch*, their executors, administrators and assigns ; in trust nevertheless for me, and for my only use and benefit. In witness, &c.

 The re-assignment to be indorsed on the back thereof, and dated the day after the date of the above.

Memorandum : That we the within named *William Jones, jun.* and *Walter Fitch*, pursuant to the trust in us reposed by the within named *William Jones*, and for and in consideration of the sum of one dollar to us in hand paid by the said *William Jones*, the receipt whereof we do hereby respectively acknowledge, have bargained, sold, assigned, transferred and set over, and by these presents do, and each of us doth bargain, sell, assign, transfer and set over unto the said *William Jones*, his executors, administrators and assigns, all the goods,

chattels, monies, mortgages, securities, and all other the personal estate whatsoever, which by the within written deed, is, or are mentioned or intended to be assigned unto us by the said *William Jones*, to have and to hold the said goods, chattels, monies, mortgages, securities, and all other the personal estate whatsoever so assigned unto us as aforesaid, unto the said *William Jones*, his executors, administrators and assigns, to and for his and their own proper use, behoof and benefit. In Witness, &c.

Of an Annuity left by Will.

Whereas *Richard Doe*, late of —, in and by his last will and testament in writing, bearing date the — day of —, which was in the year —, gave and bequeathed unto his brother *Paul Doe*, one annuity or clear yearly sum of *one hundred* dollars, to be paid quarterly, during the natural life of the said *Paul Doe*, and the said testator, by his said last will, amongst other things, charged all his estate in —, with the payment of the said annuity, as by the said will, relation being thereunto had may appear : And whereas the said testator soon after died without altering or revoking his said will : And whereas the said *Paul Doe*, by deed poll, bearing date the — day of — last, for the consideration therein mentioned, did bargain, sell, assign, transfer and set over unto *John Green*, of —, the said annuity or yearly sum of *one hundred* dollars, payable to him as aforesaid, and which should from time to time become and grow due and payable, by virtue of the said recited will, and all his estate, right, title, interest, property, claim or demand, of, in and to the same ; to hold, receive, perceive, take, and enjoy the said thereby assigned premises, from time to time as

the same should become due and payable unto the said *John Green*, his executors, administrators and assigns, as and for his and their own proper monies : And whereas *James Tripp*, of —, hath contracted and agreed with the said *John Green*, for the purchase of the said annuity so assigned to him as aforesaid, and the arrears thereof, from *January* last, to which time the said annuity was paid to the said *Paul Doe*, at and for the sum of — dollars : Now know all men by these presents, that I the said *John Green*, for and in consideration of the said sum of — dollars, of lawful money of the United States, to me in hand, well and truly paid by the said *James Tripp*, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for other good causes and considerations, me hereunto moving, have bargained, sold, assigned, transferred and set over, and by these presents do bargain, sell, assign, transfer and set over unto the said *James Tripp*, the said recited annuity or yearly sum of *one hundred* dollars, so assigned or set over to me as aforesaid, and which shall from time to time become and grow due and payable by virtue of the said recited will, and the said recited deed poll of assignment thereof, and the said arrear of the said annuity, and all my estate, right, title, interest, property, claim, or demand, of, in and to the same : To have, hold, receive, perceive, take, and enjoy the said hereby assigned premises, from time to time, as the same shall become due and payable, and the said arrear unto the said *James Tripp*, his executors, administrators, and assigns, as and for his and their own proper monies : And for the considerations aforesaid, and for the better enabling the said *James Tripp*, to recover and receive the said hereby assigned monies, I the said *John Green*, have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint, the said *James Tripp*, his executors, administrators, and assigns,

to be my true and lawful attorney and attornies, irrevocable, in my name, or otherwise, but to the sole use and behoof of him the said *James Tripp*, his executors, administrators and assigns, to ask, demand, and receive of and from all persons whom it doth and may concern, the said annuity or yearly sum of *one hundred* dollars, payable as aforesaid, during the natural life of the said *Peter Doe*, and the said arrears thereof, and to bring, commence, or prosecute any action, suit or process, either at law or in equity, for the recovering and obtaining thereof, as shall be requisite and necessary, and attornies one or more under him or them to substitute, and at pleasure to revoke, and to do and perform all and every other lawful act and acts, thing and things, in and touching the premises, as fully and effectually to all intents and purposes as I the said *John Green* might or could have done, before the execution of these presents : And lastly, I the said *John Green*, do hereby covenant, promise and agree, to and with the said *James Tripp*, his executors, administrators and assigns, that I the said *John Green*, upon every reasonable request, of the said *James Tripp*, his executors, administrators and assigns, shall and will make, do, and execute, or procure to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things whatsoever, for the further, better, more perfect, and absolute assigning and assuring the said annuity or yearly sum of *one hundred* dollars, and the said arrears thereof, unto the said *James Tripp*, his executors, administrators and assigns, as by the said *James Tripp*, his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised, and required. In witness, &c.

Of a Share of the residuary Part of a Personal Estate.

To all to whom these presents shall come, *Giles Pugh*, of —, sendeth greeting: Whereas *David Pugh*, late of —, deceased, by his last will and testament in writing, in the French language, bearing date on or about the — day of —, after the several legacies therein mentioned, and his funeral and lawful debts were paid, “ did declare his mind and will to be, that all the rest and residue of his estates should be placed out by his executors, upon some government securities, in trust, to pay the dividends and interest to his daughter *Sarah Smart*, wife of *John Smart*, during her natural life, upon her own private receipt, without the intervention of her husband, and after her decease, his said executors should transfer by equal portions, the stocks in which the said rest and residue of his estate should have been placed, to the children which his said daughter *Sarah* should leave at the time of his death, at their respective ages of twenty-one years, the dividends and interest of the said stocks, in the mean time to be paid and laid out for their respective maintenances and education, and in case his said daughter should die without leaving any children, or if she leave any, and such issue should happen to die before they attained the age of twenty-one years, then he willed that after the death of his said daughter, she dying without issue, his estate should go to the children of his cousin *Arthur Pugh*, and of his said will, did nominate *John Pugh* and *James Law*, executors, as in and by the said will duly proved by the said executors in the proper court, relation being thereto had may appear: And whereas the said executors, have paid the debts, legacies, and funeral expenses of the said testator, and have placed the residue of the said testator’s estate in government securities, upon the trusts in the said recited will. And whereas the said *Sarah Smart*, hath one

child now living ; and the said testator's cousin, *Arthur Pugh*, hath four children living, viz. the said *George Pugh*, and two other sons, and one daughter, now residing in France : And whereas the said *John Smart*, husband of the said *Sarah*, hath agreed with the said *George Pugh*, to purchase of him the part and share of the residue of the said testator's personal estate so directed to be put out at interest as aforesaid, which will be coming due to him in case of the decease of the said *Sarah*, without issue, or of the decease of such issue before the age of twenty-one years, at and for the sum of ——. Now know ye, that the said *George Pugh*, for and in consideration of the said sum of ——, of lawful money of the United States, to him in hand, at or before the sealing and delivery of these presents by the said *John Smart*, well and truly paid, the receipt whereof he the said *George Pugh*, doth hereby acknowledge, and himself therewith fully satisfied and contented, hath bargained, sold, and assigned, and by these presents doth freely, clearly, and absolutely, bargain, sell, and assign, unto the said *John Smart*, his executors, administrators and assigns, all such part, share, and proportion of the residuary part of the personal estate of the said *David Pugh* deceased, directed by his said recited will to be placed out at interest, by his executors on government securities as aforesaid, as shall at any time or times hereafter become due to him the said *George Pugh*, by or upon the decease of the said *Sarah*, wife of the said *John Smart*, without issue, or by or upon the decease of such issue before the age of twenty-one years, or otherwise howsoever. And all the right, title, interest, equity, benefit, claim, and demand whatsoever, of him the said *George Pugh*, of, in, or to the same, To have, hold, receive, perceive, take and enjoy the said premises, and every part thereof, unto the said *John Smart*, his executors, administrators, and assigns, to his and their own proper use and behoof for ever.

And the better to enable the said *John Smart*, his executors, administrators, and assigns, to have and receive, the same in case the said contingency shall happen, he the said *George Pugh* doth hereby make, ordain, constitute, and appoint the said *John Smart*, his executors, administrators, and assigns, his true and lawful attorney and attornies, irrevocable, in the name of him the said *George Pugh*, or in his or their own name or names, and to his and their own proper use, to ask, demand, sue for, recover, and receive of and from the said *John Pugh*, and *James Law*, and the survivor of them, and the executors and administrators of such survivor, and all and every other person and persons liable to the payment thereof, all such sum and sums of money as shall become due to him, the said *George Pugh*, by the said recited will, in case of the decease of the said *Sarah* without issue, or by the decease of such issue before the age of twenty-one years; and upon receipt thereof, or of any part thereof, acquittances, or other discharges for him and in his name, or in his or their own name or names to make and give, and for non-payment to sue and prosecute for the same, as he or they shall be advised, giving, and hereby granting to the said *John Smart*, his executors and administrators, full power and authority, in the premises, to act and do therein as fully, to all intents and purposes, as he the said *George Pugh* might or could do if these presents had never been made. And the said *George Pugh* for himself, his executors, administrators and assigns, doth covenant and agree to and with the said *John Smart*, his executors, administrators and assigns, by these presents, in manner and form following (that is to say), That he, the said *George Pugh*, hath not at any time heretofore made, done, committed, or suffered, any act, matter, or thing, acts, matters or things whatsoever, whereby or wherewith, or by means or occasion whereof the said contingent interest in the residuary part of the said tes-

tator's estate hereby assigned, or intended to be assigned, or any part thereof, is, are, shall, or may be released, extinguished, impeached, charged, or incumbered, in any manner of wise. And also, that he the said *George Pugh*, his executors and administrators, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges in the law, of the said *John Smart*, his executors, administrators, and assigns, make, do, and execute, or cause and procure to be made, done, and executed, all such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatsoever, for the further and better assigning and assuring the said premises to the said *John Smart*, his executors, administrators, and assigns, as by the said *John Smart*, his executors, administrators, and assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. In witness, &c.

✍ The attorney must sign the name of his constituent, thus :

George Pugh by
John Bourquet.

Memorandum : That *John Bourquet*, of ———, pursuant to and by virtue of a letter of attorney, and power to him made and given by the within named *George Pugh*, did, in the name of the said *George Pugh*, sign and seal, and as the act and deed of him the said *George Pugh*, deliver the within written deed-poll, in the presence of us.

Of two Bonds from an Executor to a Legatee, and a Release from the Legatee.

This indenture made the — day of —, between *Jane Rose*, of —, executrix of the last will and testament of *Edward Rose*, late of —, barber, of *Reading*, her late husband, deceased, of the one part; and *William Rose*, of —, son of the said *Edward Rose*, deceased, of the other part. Whereas by virtue of [*Here recite testator being possessed of an annuity.*] And whereas *Samuel Teel*, senior, and *Samuel Teel*, junior, of —, by their bond or obligation, under their hands and seals, bearing date the — day of —, which was in the year of our Lord —, became jointly and severally bound to the said *Edward Rose*, deceased, by the description of *Edward Rose* of —, in the penal sum of —, conditioned for payment unto the said *Edward Rose*, his executors, administrators or assigns, of the sum of — on the — day of — next. And whereas *Enoch Evans*, junior, of —, by his bond or obligation [*Here recite another bond*], as in and by the said recited bonds or obligations, with the conditions thereof, relation being thereunto respectively had more fully may appear. And whereas the said *Edward Rose* died on or about the — day of — last, having first made his last will and testament in writing, and therein after giving some few pecuniary legacies, and amongst them to his son *George Rose* the sum of —, (if alive), not having, as he therein says, heard from him for near *twenty* years past, he gave unto the said *Jane Rose*, all his own third of the residue of his estate, besides her own third, which he therein says, was her right by law, and all his plate, money in hand, and household goods, she paying all his debts and funeral expenses; and he also gave to the said *William Rose*, the other third of his estate for himself and children after him; when all na-

cessary charges and expenses were allowed for and deducted, and particularly the legacies, and he declared his will to be, that all his stock in the bank of the United States, should be possessed by the said *Jane Rose*, as part of her two-thirds of his estate; and *five hundred* dollars in cash out of the money in the hands of the said *Enoch Evans*, for which he therein says he had two bonds, one of *five hundred* dollars, the other of *two hundred* dollars; the *two hundred* dollars, the testator therein says, he assigns to the said *William Rose*; and also *two hundred* dollars in the hands of the aforesaid *Samuel Teel*, senior, and *Samuel Teel*, junior, and an annuity of *forty* dollars per annum, which the testator therein says he values at *three hundred* dollars, together, *seven hundred* dollars, and made the said *Jane Rose*, sole executrix of his said will, as by the said will duly proved by the said executrix in the proper court, relation being thereto had may more fully appear. And whereas the said recited annuity and order, is the annuity of *forty* dollars per annum, which the said testator, in the said recited will says, he assigns to the said *William Rose*; and the said two recited bonds were taken by the said testator for the sums of *two hundred* dollars, and *two hundred* dollars which by his said will he says he assigns to the said *William Rose*. And whereas the said *George Rose*, the son, if living at the time of the death of the said testator, was entitled to a share of the orphanage part of the said testator's estate, in which case the annuity of *forty* dollars per annum, and two bonds of *two hundred* dollars each, will be more than the said *William Rose*'s share of the said testator's personal estate amounts unto. And whereas the said *William Rose* alleges that from the length of time elapsed since the said *George Rose* was heard of, there is great reason to believe he died before the said testator, and hath requested the said *Jane Rose* to assign over to him the said annuity of *forty* dollars per annum, and two bonds of *two*

Hundred dollars each, which the said *Jane Rose* hath consented to, on his, the said *William Rose's* agreeing to accept the same in full of all demands out of the said testator's personal estate, and indemnifying her as herein after mentioned. And whereas the said *Jane Rose* in part performance of the said agreement on her part, hath by deed-poll of assignment, bearing even date herewith, assigned to the said *William Rose*, his executors, administrators, and assigns, the said annuity, tally, and order, for the remainder of the term to come therein as in and by the said recited deed-poll of assignment, relation being thereunto had may appear. Now this indenture witnesseth, that the said *Jane Rose*, in pursuance and full performance of the said agreement on her part, and for and in consideration of *one* dollars of lawful money of the United States, to her in hand, at or before the sealing and delivery of these presents by the said *William Rose* well and truly paid, the receipt whereof she the said *Jane Rose* doth hereby acknowledge: Hath granted, assigned, transferred, and set over, and by these presents doth grant, assign, transfer, and set over, unto the said *William Rose*, his executors, administrators, and assigns, as well the said two several recited bonds or obligations, as all monies due, and to grow due thereon respectively, and all benefit and advantage of the same. To have, hold, receive, take, and enjoy, the said two several bonds or obligations, and all benefits and advantages of the same, and all monies due and to grow due thereon respectively, unto the said *William Rose*, his executors, administrators, and assigns for ever, as his and their own proper goods, chattels and estate, for his and their own proper use and behoof. And the better to enable the said *William Rose*, his executors, administrators, and assigns, to get in and receive all sum and sums of money due, and to grow due on the said recited bonds respectively, she the said *Jane Rose*, hath made, ordain-

ed, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said *William Rose*, his executors, administrators, and assigns, her true and lawful attorney and attorneys, irrevocable in her name, place, or stead; but to and for the proper use and behoof of him the said *William Rose*, his executors, administrators, and assigns, to ask, demand, and sue for, recover and receive of and from the said *Samuel Teel*, senior, *Samuel Teel*, junior, and *Enoch Evans* respectively, their respective heirs, executors, and administrators, all and every sum and sums of money due and to grow due from them respectively, on the said bonds hereby assigned. And upon receipt of the same respectively, or any part of either of them, acquittances, or other sufficient discharges in her name, or in his or their own name or names, to make and give, and further to do, execute, and perform, all and every such further and other lawful and reasonable act and acts, thing and things, as shall be requisite or necessary for the recovering, obtaining, and getting in all and every sum and sums of money due and to grow due on the said bonds hereby assigned, or either of them, as fully and effectually, to all intents and purposes, as she the said *Jane Rose*, her executors or administrators, might or could do if personally present, and these presents had not been made, she the said *Jane Rose*, hereby ratifying and confirming all and whatsoever the said *William Rose*, his executors, administrators or assigns, shall lawfully do, or cause to be done, in or about the premises by virtue of these presents. And the said *Jane Rose* for herself, her heirs, executors, and administrators, doth covenant, promise and agree, to and with the said *William Rose*, his executors, administrators and assigns, by these presents, in manner following, that is to say, That she the said *Jane Rose*, hath not received, released or discharged; and that she, her executors or administrators, shall not, nor will, at

any time or times hereafter, revoke, release, or discharge the said two bonds hereby assigned or intended to be assigned, or either of them, or any the monies due and to grow due thereon respectively, or any part thereof, nor any ways revoke, countermand, disannul, make void, or defeat, any power, authority, matter, or thing, herein contained ; nor release, discontinue, disavow, or obstruct, any action or actions, suit or suits, or other proceedings which shall or may be commenced or prosecuted by the said *William Rose*, his executors, administrators or assigns, by virtue or in pursuance of these presents ; nor do, execute or commit nor permit, or suffer to be done or executed, any act, matter, deed, or thing whatsoever, whereby, or by means whereof, the said *William Rose*, his executors, administrators, or assigns, shall or may be prevented, retarded, or obstructed in, or from, the executing, performing, and acting, according to any power, authority, matter or thing herein contained ; or in or from the having, recovering, or receiving of the said hereby assigned premises or any part thereof. And lastly, that she the said *Jane Rose*, her executors, or administrators, shall and will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges of him the said *William Rose*, his executors, administrators or assigns, do, execute and perform, or cause to be done, executed and performed, all and every such further and other lawful and reasonable act, deed, or thing, acts, deeds, or things whatsoever, for the further, better and more perfecting assigning and making over to the said *William Rose*, his executors, administrators and assigns, and enabling him and them to have, recover, and receive the said bonds hereby assigned or either of them, and all monies due and to grow due thereon respectively, as by the said *William Rose*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and

required. And this indenture further witnesseth, that the said *William Rose*, for the considerations aforesaid, and in pursuance and performance of the said agreement on his part, hath remised, released, and for ever quit claim, and by these presents, doth remise, release, and for ever quit claim unto the said *Jane Rose*, her heirs, executors, and administrators, and every of them, all, and all manner of action and actions, suits, prosecutions, accounts, reckonings, legacies, bequests, sum and sums of money, debts, dues, duties, claims and demands whatsoever, both at law and in equity or otherwise howsoever, which, against the said *Jane Rose*, either in her own right, or as executrix of the last will and testament of the said *Edward Rose* deceased, he the said *William Rose* now hath, or ever had, or can, or may, at any time or times hereafter have, claim, challenge or demand for or in respect of the aforesaid bequest of a third part of the residue of the estate of the said *Edward Rose*, deceased, given to the said *William Rose*, by the will of the said *Edward Rose*, or for on account or by reason or means of any other matter, cause or thing whatsoever, from the beginning of the world unto the day of the date of these presents. And the said *William Rose*, for the consideration aforesaid, for himself, his heirs, executors and administrators and for every of them, doth covenant, promise, and agree to and with the said *Jane Rose*, her executors and administrators, by these presents, in manner following, that is to say, That if it shall hereafter appear that the said *George Rose*, the son, was living, at the time of the death of the said testator, and the said *George Rose*, the son, his executors, administrators, or assigns, shall claim or demand of the said *Jane Rose*, her executors or administrators, his, the said *George Rose's* share of the orphanage part of the estate of the said *Edward Rose* deceased, that then he the said *William Rose*, his heirs, executors or administrators, shall and will, within the

space of twenty days next after notice to him or them given in that behalf, well and truly pay, or cause to be paid unto the said *Jane Rose*, her executors or administrators, so much lawful money of the United States, as the said annuity and two bonds hereby assigned shall amount unto more than his, the said *William Rose's* share of the personal estate of the said testator, by virtue of the said recited will, or otherwise. And also, that he the said *William Rose*, his heirs, executors and administrators, shall and will from time to time, and at all times hereafter, save, defend, keep harmless, and indemnified her the said *Jane Rose*, her executors and administrators, and the estate of the said *Edward Rose* deceased, of and from all claims and demands that shall or may be made thereout, by the children of him the said *William Rose*, any or either of them, or any person or persons claiming or to claim, by, from, or under them, any or either of them, by virtue of the said recited will or otherwise howsoever; and of and from all costs, charges, damages, and expenses that shall or may happen, or come to her or them, or the estate of the said *Edward Rose* deceased, for or by reason or means thereof, or for or by reason or means of her having assigned the said annuity and bonds to the said *William Rose*, his executors, administrators, and assigns as aforesaid, or any thing relating thereto. In witness, &c.

Of Monies due upon Account.

Know all men by these presents, That I *Abel Bend* of —, in consideration of the sum of —, to me in hand paid by *Caleb Doe*, of —, do hereby assign and set over unto the said *Caleb Doe*, to his own proper use, without any account to be given for the same, the sum of —, and all other sum and sums of money as

are remaining due and payable upon or by virtue of the annexed account, and all my right, title, interest and demand in and to the same : And do give and grant unto the said *Caleb Doe*, full power and authority to demand and receive the same, to his own use, and upon receipt thereof to give discharges for the same, or any part thereof : And I the said *Abel Bend*, do hereby covenant and agree to and with the said *Caleb Doe*, the said sum of —, is justly due and owing, and that I have not received or discharged the same, or any part thereof. In witness, &c.

Of Articles of Agreement for the sale of Goods, by Indorsement.

Know all men by these presents, That I *Ann Banks*, of —, administratrix of the within named *Caleb Banks*, late of — deceased, for and in consideration of the sum of —, have granted, bargained, sold and assigned, and by these presents do hereby grant, bargain, sell and assign unto the said *Daniel Eaton*, of —, the within written articles of agreement, and all and every the goods mentioned in the schedule thereunto annexed ; and all or any sums of money to become or grow due by or upon any covenant or agreement therein contained ; and all right of action, estate, benefit, advantage, claim, and demand whatsoever relating thereto, to which thereby or otherwise, in any manner of wise I am entitled ; to have, hold, receive, take and enjoy all and singular the said goods, and all other the premises, with the appurtenances, unto the said *Daniel Eaton*, his executors, administrators and assigns, to his and their own use and uses, and as his and their own proper goods and chattels from henceforth for ever, free and clear of all former and other

estates, debts, charges, and incumbrances whatsoever committed, done or suffered by me the said *Ann Banks*, or the said *Calib Banks*, deceased, or any other person or persons whatsoever : And I the said *Ann Banks*, do make, ordain, constitute and appoint the said *Daniel Eaton*, his executors, administrators and assigns, to be my true and lawful attorney and attornies, to demand, sue for, receive, hold and enjoy all and singular the said premises before bargained, sold and assigned, by all lawful ways and means whatsoever, and upon receipt of such payment to give sufficient release and discharge thereof. In witness, &c.

Of a Debt with power of Attorney.

Know all men by these presents, that I *Bion May*, butcher, in consideration of the sum of —, now justly due and owing by me to *Walter Pain*, of *Newton*, and for better securing the payment of the same to the said *Walter Pain*, have bargained, sold, assigned, transferred and set over, and by these presents do bargain, sell, assign, transfer and set over unto the said *Walter Pain*, all that debt or sum of —, which is now due and owing to me from *Isaac Humes*, of —, for goods sold and delivered by me to the said *Isaac Humes*, or his order, before the day of the date hereof, and all my right, title, interest, claim and demand, in, and to the said debt, or sum of —, and every or any part thereof, To hold to the said *Walter Pain*, his executors, administrators and assigns, from henceforth, to his and their own proper use and benefit for ever, nevertheless under the proviso and condition hereinafter mentioned. And I do hereby constitute and appoint the said *Walter Pain*, my true and lawful attorney irrevocable, and give and grant to him, his executors, administrators

and assigns, full power and authority, in my name, and in the name of my executors and administrators, but to the only proper use and behoof of the said *Walter Pain*, his executors and administrators, to ask, demand, sue for, buy, recover, receive, compound, acquit, release and discharge, the said debt or sum of ——— and every or any part or parcel thereof, and upon receipt of the same, or any part thereof, acquittances or other proper discharges to make, and generally for me and in my name, or in the name of my executors and administrators, to make, do, perform, and execute, all and every such further and other acts, matters and things, touching and concerning the premises, as to the said *Walter Pain*, his executors or administrators shall seem requisite ; and that as fully and effectually, to all intents and purposes, as I myself, my executors and administrators could or might have done ; hereby ratifying and confirming all and whatever he or they shall lawfully do, or cause to be done, in or about the premises. And I do hereby covenant and agree to and with the said *Walter Pain*, his executors and administrators, that I have not done or suffered, and that I, or my executors or administrators, shall not nor will do or suffer, any act, matter or thing, whereby or by reason whereof the said *Walter Pain*, his executors or administrators, shall or may be hindered or prevented from the recovering or receiving the said debt or sum of ———, hereby assigned, or any part thereof, or such other satisfaction as can or may be had or obtained for the same, by virtue hereof. And further that I, my executors and administrators, shall and will at all times hereafter, at the request of the said *Walter Pain*, his executors, administrators or assigns, make, do, and execute all such further and other acts and deeds as shall be reasonably required for the proving of the said debt, and the better and more effectually enabling him or them to recover, receive and enjoy the same, according

to the true intent and meaning of these presents. Provided always, and it is hereby agreed, that if I the said *Bion May*, my executors or administrators, shall well and truly pay, or cause to be paid, to the said *Walter Pain*, his executors, administrators or assigns, the said sum of ——— so due to him as aforesaid, within three calendar months from the date hereof, then this present assignment, and every matter and thing herein contained, shall cease, determine, and be void to all intents and purposes whatsoever. In witness, &c.

Of a Bill penal.

Know all men by these presents, that I *Abel Bell*, of ———, have borrowed and received of *Conrad Doe*, of ———, the full sum of *fifty* dollars, which I do promise to pay on the *first* day of *May* next, with interest: And for the better securing the re-payment thereof, I do hereby assign and set over to the said *Conrad Doe*, a bill penal for *two hundred* dollars, made by *Edward Fox*, of ———, to me the said *Abel Bell*, for the payment of *one hundred* dollars, on the *first* day of *October* next, and all my right, title and interest therein and thereunto, with full power and authority for him the said *Conrad Doe*, to sue for, recover and receive the same of the said *Edward Fox*, to and for the purpose herein before mentioned. Witness my hand and seal this *tenth* day of *November*, Anno Domini ———.

Of a Bond.

This indenture made the ——— day of ———, between *William Tew*, of ———, of the one part; and *Titus Amos*, of ———, of the other part: Whereas *Francis*

Pugh, of —, *John Boal*, of —, and *Aaron Sloan*, of —, by their bond or obligation, under their hands and seals, bearing date the — day of —, stand jointly and severally bound to the said *Wm. Tew*, in the penal sum of — dollars, with condition thereunder written, reciting, that whereas the said *Wm. Tew*, keeper of the prison of the county of — had at the request and desire of the said *Francis Pugh*, entertained and admitted him the said *Francis Pugh*, to be a servant to him the said *William Tew*, in the place and office of clerk of the keeper of the prison, during the will and pleasure of him the said *William Tew*; if therefore the said *Francis Pugh*, indemnified the said *William Tew*, against all escapes which should happen by the neglect, privity, or consent of the said *Francis Pugh*, or any persons employed by him, by any prisoner or prisoners then or thereafter committed unto or left in the custody of the said *William Tew*, during the time the said *Francis Pugh*, should continue servant or keeper's clerk as aforesaid, and from all actions and suits which should be brought against the said *William Tew*, by reason of such escapes, and from all damages and demands which the said *William Tew*, or his securities, should sustain concerning the same, or any other thing happening by reason of the non-performance, mis-performance, or negligence of the said *Francis Pugh*, in his said office; and also if the said *Francis Pugh*, at all times thereafter, should make a just and true account with, and payment to the said *William Tew*, for all such fees, fines, and sums of money to him the said *William Tew* belonging, which he, or any person intrusted by him, should receive of any of the prisoners or other persons in that behalf, or for which he should give credit to any prisoners or other persons, and also if the said *Francis Pugh*, should pay the said *William Tew*, all such sums of money as he or any one intrusted by him should receive for the use of any plaintiff or

plaintiffs, at whose suit any prisoner then did, or hereafter should stand charged with, in the custody of the said *Wm. Tew*, in the said prison; and if he the said *Francis Pugh* should faithfully perform all other services and things which to the said office or place of keeper's clerk and servant to the said *Wm. Tew*, belonged during his continuance in such office, the said obligation was to be void, or else to remain in full force and virtue, as by the said bond or obligation, and conditions thereof, relation being thereunto had, will more fully appear. And whereas the said *Francis Pugh*, on the — day of — last, was indebted to the said *Wm. Tew*, in the sum of — dollars, for fines and fees received by him, for the use of the said *Wm. Tew*, as servant or keeper's clerk, as aforesaid, or otherwise, on account of his said office, as by an acknowledgment thereof under the hand of the said *Francis Pugh*, bearing date the said — day of — last appears, which said sum of — still remaining justly due and owing from the said *Francis Pugh*, to the said *Wm. Tew*: Now this indenture witnesseth, that the said *Wm. Tew*, for and in consideration of the sum of — dollars, to him in hand paid, by the said *Titus Amos*, at or before the sealing and delivery of these presents, the receipt whereof he the said *Wm. Tew*, doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release, and discharge the said *Titus Amos*, his executors, administrators and assigns, and every of them, by these presents, hath assigned, transferred, and set over, and by these presents doth assign, transfer, and set over unto the said *Titus Amos*, his executors, administrators, and assigns, as well the said recited bond or obligation, as the said sum of — dollars, so due and owing from the said *Francis Pugh*, to the said *Wm. Tew* as aforesaid, and all his estate, right, title, interest, claim and demand whatsoever, of, in, or to the said premises hereby assigned, and every part thereof, To have and to

hold as well the said recited bond or obligation as the said sum of — to due and owing from the said *Francis Pugh*, to the said *Wm. Tew*, as aforesaid, unto the said *Titus Amos*, his executors, administrators, and assigns, to his and their own use ; and for the consideration aforesaid, he the said *Wm. Tew*, hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint, the said *Titus Amos*, his executors, administrators, and assigns, his true and lawful attorney and attorneys irrevocable, in the name of him the said *Wm. Tew*, or in his or their own name or names, but to and for the sole proper use and behoof of him the said *Titus Amos*, his executors, administrators and assigns, to ask, demand, sue for, recover and receive, of, and from the said *Francis Pugh*, *John Boal* and *Aaron Sloan*, any or either of them, their, any or either of their heirs, executors or administrators, the said hereby assigned premises, and every part thereof, and upon receipt thereof, or of any part thereof, acquittances or other discharges, in the name of him the said *Wm. Tew*, or in his or their own name or names, to make, seal and deliver, and for non-payment thereof, to arrest, imprison, implead and out of prison to deliver the said *Francis Pugh*, *John Boal*, and *Aaron Sloan*, or any or either of them, their, any or either of their heirs, executors, or administrators, and to agree and compound for the same as shall seem requisite to him the said *Titus Amos*, his executors, administrators, or assigns, giving and hereby granting unto his said attorney, full power to act and do, in the premises, as fully to all intents and purposes as he the said *Wm. Tew*, might or could do, if these presents had not been made : And the said *Wm. Tew*, for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said *Titus Amos*, his executors, administrators and assigns, by these presents, that the said bond or obligation now stands in

full force and virtue, and that he the said *Wm. Tew*, hath not done, nor hereafter shall or will do any act, matter or thing whatsoever, whereby to release or discharge the said bond or obligation, or the said sum of ——— dollars, hereby assigned, or any part thereof, nor revoke the power and authority hereby given, or obstruct, or hinder the said *Titus Amos*, his executors, administrators or assigns, in recovering, receiving and getting in the same, but shall and will permit and suffer the said *Titus Amos*, his executors, administrators or assigns, peaceably and quietly to recover and receive the said assigned premises, to his and their own use and uses, hereby ratifying and confirming all and whatsoever the said *Titus Amos*, his executors, administrators or assigns, shall lawfully do, or cause to be done, in or about the execution of these premises, by virtue of these presents: And further, that he the said *Wm. Tew*, his executors, administrators and assigns, shall and will, from time to time, and at all times hereafter, at the request, costs and charges of the said *Titus Amos*, his executors, administrators or assigns, make, do and execute such further and other assurances in the law, for the better assigning the said premises, and enabling him the said *Titus Amos*, his executors, administrators, or assigns, to recover, receive, and get in the same, as he or they, or his or their counsel, shall reasonably devise, or advise and require: And the said *Titus Amos*, for himself, his executors, administrators and assigns, doth covenant, promise and agree, to and with the said *Wm. Tew*, his executors, administrators and assigns, by these presents, that he the said *Titus Amos*, his executors, administrators and assigns, some or one of them, shall and will from time to time and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnify the said *Wm. Tew*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of, from, and against all costs, da-

images, and expences that shall happen to come to him or them, for or by reason or means of any action or actions, suit or suits, or other proceedings whatsoever, to be had, made, brought or prosecuted in the name of the said *Wm. Tew*, his executors or administrators, by virtue of any power or authority herein or hereby given. In witness, &c.

From the Assignees of a Bankrupt to the Bankrupt, of a Leasehold Estate, and all Monies, &c. remaining unsold and unappropriated, after all his Debts paid, and the Commission superseded.

This indenture, made the — day of —, between *John Hay*, of —, *Edward Ames*, of —, and *James Earl*, of —, of the one part; and *Ralph Atkins*, of the other part: Whereas a commission of bankruptcy was awarded against the said *Ralph Atkins*, directed to *Roger Old*, esq. *John Cone*, and *John Mason*, gentlemen, together with *Samuel Adams*, esq. and *James Muncy*, gentleman, thereby giving full power and authority unto them the said commissioners, four or three of them, whereof the said *Roger Old*, or *Samuel Adams*, was to be one to execute the same. And whereas the said *Roger Old*, *John Cone* and *John Mason*, being the major part of the commissioners in the said commission, named and authorised in execution of the said commission, by their indenture of assignment bearing date the — day of —, for the considerations therein mentioned, did order, bargain, sell, assign, and set over, unto the said *John Hay*, *Edward Ames*, and *James Earl*, their executors, administrators and assigns, a messuage or tenement, with the appurtenances, holden by lease for a term of years then and yet enduring, divers sums of money, plate, jewels, and several sorts of

household goods, and implements of household, and divers debts, sum and sums of money due, owing and belonging to the said *Ralph Atkins*, in the schedule thereunto annexed, mentioned, and all other debts, sum and sums of money, goods, and other commodities, in the hands, custody, or possession of any person in the schedule thereto annexed mentioned, or of any other person or persons, or which at any time thereafter should, or might become due or owing to the said *Ralph Atkins*, or his estate, by any person or persons whatsoever, and all securities had or taken for the same : To hold unto them, their executors, administrators and assigns, in trust nevertheless, to and for the use and benefit of them the said *John Hay*, *Edward Ames*, and *James Earl*, and all such other creditors of the said *Ralph Atkins*, who then had, or thereafter in due time, should come in and seek relief by virtue of the said commission, and contribute towards the charges thereof, and to and for no other use, intent, or purpose whatsoever, as in and by the said recited indenture, relation being thereunto had more fully may appear. And whereas the said assignees, by and out of the estate and effects of the said *Ralph Atkins* so assigned as aforesaid, have made full satisfaction unto themselves, and all and every other the creditors of the said *Ralph Atkins*, who paid their contribution money, and came in and sought relief by virtue of the said commission ; and they the said assignees, parties to these presents, and the said other creditors, by their deed-poll, under their respective hands and seals bearing date the — day of —, for the consideration therein, for themselves severally, and for those for whom they did subscribe, their several and respective executors, administrators, partners, and assigns, did acquit, release, and discharge, the said *Ralph Atkins*, his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, of, from and against all and all

manner of action and actions, cause and causes of action, suits, bills, bonds, accounts, debts, dues, claims, and demands whatsoever, either in law or equity, from the beginning of the world unto the *seventh* day of *August* then last, and did thereby consent and agree, that the said commission of bankruptcy might be superceded, vacated, and made void, as in and by the said deed-poll of release, relation being thereunto had may appear. And whereas the said messuage or tenement, and lease, and divers other parts of the estate of the said *Ralph Atkins* remain undisposed of, and several debts, sum and sums of money, late due and owing unto him and his estate are still standing out and unreceived. Now this indenture witnesseth, that the said *John Hay*, *Edward Ames*, and *James Earl*, as well for the considerations aforesaid, as for and in consideration of the sum of *one* dollar a-piece to them severally in hand, at and before the enfealing and delivery of these presents, by the said *Ralph Atkins*, well and truly paid, the receipt whereof they do hereby severally acknowledge, and thereof and of every part thereof, acquit and discharge the said *Ralph Atkins*, his executors, administrators, and assigns, have and each of them hath granted, assigned, transferred, and set over, and by these presents do, and each of them doth, grant, assign, transfer, and set over, unto the said *Ralph Atkins*, his executors, administrators, and assigns, as well the said messuage, or tenement, and premises, with their appurtenances; and all the estate, right, title, and interest of them. the said *John Hay*, *Edward Ames*, and *James Earl*, as also the indenture of lease by which the said premises are holden; and all and every sum and sums of money, goods, household stuff, plate, linen, jewels, rings, and other goods and things, and all debts, sum and sums of money, late part of the estate of the said *Ralph Atkins*; and whereto or wherein they or either of them was, or were any ways intitled unto, or

interested in, by virtue of the said recited indenture of assignment, or otherwise howsoever, and which now remain undisposed of, or are still standing out, due or owing, with their and every of their appurtenances, and all the right, title, interest, term and terms of years yet to come and unexpired, claim and demand whatsoever, of them the said *John Hay*, *Edward Ames*, and *James Earl*, any or either of them, to have and to hold the said messuage or tenement and premises, with their appurtenances, and the indenture of lease by which the same is holden unto the said *Ralph Atkins*, his executors, administrators, and assigns, for and during all the rest and residue of the term of years by the said lease granted and therein yet to come and unexpired : And to have, hold, ask, demand, sue for, recover, receive, and enjoy, all and singular the said debts, sum and sums of money now standing out, due and owing : and all and singular the goods, household stuff, plate, jewels, rings, and other the premises before by these presents assigned and set over, or mentioned, and intended to be assigned and set over unto the said *Ralph Atkins*, his executors, administrators, and assigns, to the only proper use and behoof of him the said *Ralph Atkins*, his executors, administrators, and assigns, without any account to be given for the same. And this indenture further witnesseth, that the said *Ralph Atkins* for the considerations aforesaid, hath acquitted, released, and discharged, and by these presents doth acquit, release and discharge the said *John Hay*, *Edward Ames*, and *James Earl*, their executors, and administrators, and every of them, of and from all actions, suits, accounts, claims and demands whatsoever, both at law and in equity, for touching or concerning only the surplus of the said estate, or relating thereto, or for, or by reason of their or any of their intermeddling therein. And the said *Ralph Atkins*, for himself, his executors, administrators and assigns, doth covenant, promise,

grant and agree to and with the said *John Hay*, *Edward Ames*, and *James Earl*, severally and respectively, and to and with every of them, by these presents, that he, the said *Ralph Atkins*, his executors and administrators, shall, and will, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnified them, the said *John Hay*, *Edward Ames*, and *James Earl*, and every of them, their and every of their heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from all future claims and demands, that shall or may be made or claimed by or out of the said estate, or from them the said *John Hay*, *Edward Ames*, and *James Earl*, as assignees thereof as aforesaid; and of, from, and against all and all manner of action and actions, suits, arrests, troubles, costs, charges, damages, and expenses whatsoever, which they the said *John Hay*, *Edward Ames*, and *James Earl*, or any of them, their or any of their executors or administrators shall or may sustain or be put unto, or which shall or may happen to them, or any of them, for or by reason of their and every of their lawful intermeddling in the said commission, or becoming assignees of the said estate, or for or by reason of this present deed of assignment, or any matter or thing relating thereto. In witness, &c.

A transfer of a Mortgage.

This indenture tripartite, made the —— day of ——, between *Susannah Beel*, of ——, spinster, and *Margaret Beel*, of the same place, spinster, sister of the said *Susannah Beel*, of the first part; *Vincent Vine*, of ——, and *Jane* his wife, late *Jane Row*, widow, the sister, heir at law, and devisee named in and by the last will and testament of *Richard Glyn*, late of ——, deceased,

of the second part ; and *William More*, of ———, of the third part : Whereas by indentures of lease and release, bearing date respectively, the lease the *thirteenth*, and the release the *fourteenth* days of *March*, which was in the year of our Lord ———, and made or mentioned to be made between the said *Richard Glyn*, of the one part, and the said *Susannah Beel* and *Margaret Beel*, of the other part, in consideration of — dollars, paid to the said *Richard Glyn*, by the said *Susannah Beel* and *Margaret Beel*, he the said *Richard Glyn* did grant, bargain, sell, alien, release, and confirm, and thereby pass & convey unto the said *Susannah Beel* and *Margaret Beel*, and to their heirs and assigns, all that messuage or tenement, farm and lands, &c. To hold unto, and to the use of the said *Susannah Beel*, and *Margaret Beel*, their heirs and assigns, by way of mortgage, and subject to a proviso and agreement in the said indenture of release, contained for reconveyance of the said thereby mortgaged premises, with the appurtenances, on payment by the said *Richard Glyn*, his heirs, executors, administrators or assigns, of the sum of ———, (being in discharge of the principal of such ——— dollars, as aforesaid, with one year's interest for the same) unto the said *Susannah Beel* and *Margaret Beel*, their executors, administrators, or assigns, at the times, and in manner therein mentioned : And whereas by indenture bearing date the *fourteenth* day of *March*, which was in the year of our Lord ———, and made or mentioned to be made between the said *Richard Glyn* of the one part, and the said *Susannah Beel* and *Margaret Beel*, of the other part ; after reciting or taking notice of the said indentures of lease and release, by way of mortgage, and for securing such ——— dollars and interest, as aforesaid, and also taking notice of an arrear of interest, having incurred on such ——— dollars, besides some other charges in the said now reciting indenture mentioned, to the amount together of ———, which not

Suiting the convenience of the said *Richard Glyn*, then to satisfy, he was desirous, and the said *Susannah Beel* and *Margaret Beel*, consented that the same should be made principal, and added to the said sum of — dollars, which made together the sum of — dollars, or reciting or taking notice to that or the like effect; it was witnessed by such now reciting indenture, that the said *Richard Glyn*, did for himself, his heirs, executors and administrators, covenant and agree with the said *Susannah Beel* and *Margaret Beel*, their heirs, executors and administrators, that the said several premises comprised in the said indentures of lease and release, and thereby mortgaged in fee, by the said *Richard Glyn*, to the said *Susannah Beel* and *Margaret Beel*, as aforesaid, should from thenceforth stand and be a security to them for the said sum of — dollars, which should from thenceforth be considered all as principal money, and accordingly carry interest, after the rate of six per centum per annum, or such now reciting lease was, or purported to be to that or the like effect, and by way of further and additional charge of the said sum of — dollars and interest, upon the said mortgaged premises with the appurtenances: And whereas all interest accrued, due on the said sum of — dollars, principal money, so secured as aforesaid, to the day of the date of these presents, hath been fully paid and satisfied by the said *Vincent Vine* and *Jane* his wife, to the said *Susannah Beel* and *Margaret Beel*, which they do hereby acknowledge, wherefore there now remains due to them on the said security, only the said principal sum of — dollars: Now this indenture witnesseth, that for and in consideration of the sum of — dollars, by the said *Wm. More*, in hand, well and truly paid to the said *Susannah Beel* and *Margaret Beel*, at or immediately before the sealing and delivery of these presents (by and with the privity and consent of the said *Vincent Vine* and *Jane* his wife, testified by their seve-

rally being parties to and respectively sealing and delivering of these presents) in full of all money in any respect due, owing or payable upon the said recited securities, the receipt of which sum of ——— dollars, the said *Susannah Beel* and *Margaret Beel*, do hereby acknowledge, and, of, and from the same and every part thereof, do hereby respectively acquit, release, and for ever discharge the said *Wm. More*, his heirs, executors, administrators and assigns, they the said *Susannah Beel* and *Margaret Beel* (by and with such privity and consent so testified as aforesaid,) have, and each of them hath bargained, sold, released and confirmed, and by these presents do, and each of them doth bargain, sell, release, and confirm unto the said *Wm. More*, (in his actual possession now being by virtue of a bargain and sale to him thereof made by the said *Susannah Beel* and *Margaret Beel*, in consideration of one dollar, by indenture bearing date the day next before the day of the date of these presents for one whole year, commencing from the day next before the day of the date of the same indenture, and by force of the statute for transferring uses into possession,) and to his heirs and assigns: All that the said messuages or tenements, and farms, and the several lands, arable, meadow, and pasture, and other the hereditaments and premises comprised in the said indentures of lease and release, and thereby mortgaged in fee by the said *Richard Glyn*, unto the said *Susannah Beel* and *Margaret Beel*, and afterwards the said indenture of the *fourteenth* of *March* ———, so further charged respectively as aforesaid, with the appurtenances; and the reversion and reversions, remainder and remainders, of all and singular the said several premises yearly, and other rents, issues and profits thereof, and all the estate, right, title, freehold, inheritance, interest, use, trust, possession, property, claim and demand whatsoever of the said *Susannah Beel* and *Margaret Beel*, or either of them, of, in, or out of such several premises, or, of, in, to or out of any part or

parcel thereof, together with the said several recited indentures, and all benefit and advantage thereof, To have and to hold the said messuage or tenement, farm, lands, tenements, hereditaments and premises hereby granted, bargained, sold, released, and confirmed, or mentioned, or intended so to be, with their and every of their appurtenances unto the said *Wm. More*, his heirs and assigns: Subject nevertheless to such power and equity of redemption, as is now subsisting, of or concerning the same premises respectively: And the said *Susannah Beel* and *Margaret Beel*, each of them separately and apart for herself, her heirs, executors and administrators, acts and deeds only, and not jointly one for the other, or for the heirs, executors and administrators acts or deeds of the other of them, do severally covenant and declare, to and with the said *Wm. More*, his heirs and assigns by these presents, that they the said *Susannah Beel* and *Margaret Beel*, respectively, hath not at any time heretofore, made, done, or committed, or wittingly or willingly, suffered to be done or committed any act, matter or thing whatsoever, whereby or by means whereof the said hereby released premises, with the appurtenances, or any part thereof, is, are, can, shall, or may be in any wise impeached, charged, or incumbered, in title, estate, or otherwise howsoever. In witness, &c.

Of a Bond as a collateral Security.

This indenture made the — day of —, between *Caleb King*, of —, of the one part; and *William Watkins*, of —, of the other part: Whereas *Richard Giles*, of —, in and by one bond or obligation, bearing date the — day of —, which was in the year of our Lord —, became bound to the said *Caleb King*, in the sum of —, conditioned for the pay-

ment of ———, on the ——— day of ———, which was in the year of our Lord ———, with lawful interest for the same: And whereas the said *Caleb King*, in and by his bond or obligation bearing date the ——— day of ——— last past, became bound to the said *Wm. Watkins*, in ——— dollars, conditioned for the payment of the sum of ———, on the ——— day of ——— now next ensuing, with lawful interest for the same, and the said *Caleb King*, also in and by his other bond or obligation, bearing even date herewith, became bound to the said *Wm. Watkins*, in another sum of ——— dollars, conditioned for the payment of the further sum of ——— dollars, on the said ——— day of ——— now next ensuing, with lawful interest for the same, and the said *Caleb King*, for the further and better securing the payment of the said several sums of ——— dollars, and ——— dollars, (making together the principal sum of ——— dollars) with interest for the same respectively, according to the conditions of the said two several last in part recited bonds or obligations, hath proposed and agreed to transfer and assign over, to the said *Wm. Watkins*, by way of additional and collateral security, the said herein before recited bond or obligation, so entered into by the said *Richard Giles*, to the said *Caleb King* as aforesaid, and the principal money and interest due thereon, or secured, or recoverable thereby, or by means thereof, in manner herein after mentioned: Now this indenture witnesseth, that the said *Caleb King*, for the considerations aforesaid, and also in consideration of the sum of *one* dollar, of lawful money of the *United States*, to him in hand paid by the said *Wm. Watkins*, at or before the enfealing and delivery of these presents, the receipt whereof is hereby acknowledged; hath bargained, assigned, transferred, and set over, and by these presents, doth bargain, assign, transfer, and set over unto the said *Wm. Watkins*, his executors, ad-

ministrators, and assigns, the said herein before recited bond or obligation, so given and entered in by the said *Richard Giles*, to the said *Caleb King* as aforesaid, and all his the said *Caleb King's* interest therein, and all the benefit and advantage thereof, and all sum and sums of money, principal money and interest, secured or recoverable thereupon, or by means thereof, and which is or are now due and owing, or which shall or may hereafter grow due thereon, and all powers and remedies which he the said *Caleb King* hath, or ever had for the recovery of the same : To have, hold, receive and take all and singular the premises hereby assigned, or intended so to be, and the whole benefit and advantage thereof, and all monies arising therefrom, unto the said *Wm. Watkins*, his executors, administrators and assigns, to, and for his and their own proper use and benefit : And the said *Caleb King*, for the consideration aforesaid, hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute and appoint the said *Wm. Watkins*, his executors or administrators, his the said *Caleb King's* true and lawful attorney and attornies, irrevocable, giving to him and them full power and authority, in the name or names of him the said *Caleb King*, his executors or administrators, to ask, demand, sue for, recover, levy, and receive all and every sum and sums of money now due and owing, for principal and interest on the said bond or obligation hereby assigned or mentioned, or intended so to be, or that shall or may hereafter grow or accrue due thereon, to and for the sole use and benefit of him the said *Wm. Watkins*, his executors, administrators and assigns, in such manner, and by such process and lawful means as he the said *Wm. Watkins*, his executors, administrators or assigns, or any of them shall be advised and think proper, and upon receipt thereof, or upon satisfaction

Being given to the said *Wm. Watkins*, for the same, in the name of the said *Caleb King*, his executors, or administrators, or any of them, or in the name or names of him the said *Wm. Watkins*, his executors, administrators or assigns, to release and discharge the said *Richard Giles*, his heirs, executors and administrators from the same, and further, to do and perform all and every other lawful act and acts, thing and things, necessary and expedient to be done, for the recovering, obtaining, getting in, receiving, or discharging the monies due and payable, or that shall hereafter grow due and payable on the said hereby assigned bond or obligation. as to the said *Wm. Watkins*, his executors, administrators or assigns, shall be thought adviseable and expedient, and one or more attorney or attorneys under him or them, for the purposes aforesaid, to constitute and appoint, and again at his or their pleasure to revoke : And the said *Caleb King*, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said *Wm. Watkins*, his executors, administrators, and assigns, that he the said *Caleb King*, hath not at any time heretofore done or committed, nor shall or will at any time hereafter, do or commit any act, matter, or thing whatsoever, whereby or by means whereof the said hereby assigned bond or obligation, or the money secured thereby, or any part thereof, or any process, proceedings, suit, judgment, or writ of execution whatsoever, that shall or may be had, taken, commenced, or prosecuted thereon in pursuance of these presents, or any power or authority hereby given or granted, is, are, shall or may be in any wise released, impeached, or discharged, assigned, revoked, hindered, or avoided, but shall and will from time to time, and at all times, avow and own, ratify and confirm, all such matters and things, writs, process, executions, and proceedings as he the said *Wm. Watkins*, his executors, administrators, or assigns, or any

other person or persons by his or their procurement or direction shall in pursuance of these presents, do, commence, bring, or prosecute, upon or by reason or means of the said bond or obligation, and premises hereby assigned, in any wise : Provided always, and it is hereby agreed, by and between the said parties to these presents, that if the said *Caleb King*, his heirs, executors, or administrators, or any of them, do and shall well and truly pay, or cause to be paid unto the said *Wm. Watkins*, his executors, administrators, or assigns, the said several and respective principal sums of — dollars, and — dollars of lawful money of the *United States*, with lawful interest for the same respectively, at or upon the day appointed for the payment thereof, in and by the said two several herein before mentioned conditions of the said recited bonds or obligations so entered into, and given by the said *Caleb King*, to the said *Wm. Watkins* as aforesaid, and according to the true intent and meaning of the same respectively, then this present indenture, and every matter, clause, and thing herein contained, shall immediately from thenceforth cease, determine, and be absolutely void, to all intents and purposes whatsoever, any thing herein before contained to the contrary thereof in any wise notwithstanding. In witness, &c.

Of a Lease in consideration of being discharged from Arrears of Rent.

To all to whom these presents shall come, the within named *John Haugh* sendeth greeting. Whereas there is one year and a quarter's rent due from the said *John Haugh* to the within named society of the city of *Philadelphia*, on the — day of — last, for the within demised premises, which amounts to the sum of

— dollars : And whereas the said *John Haugh* hath agreed to assign the said premises, and all his estate and interest therein, together with all arrears of rent now due to him from his under-tenants unto *Richard Dennison*, of —, gentleman ; in consideration of his undertaking to discharge the said arrears of rent due from him the said *John Haugh* to the said society. Now witness these presents, that the said *John Haugh*, in pursuance of the said agreement, and for and in consideration of the sum of — dollars of lawful money of the *United States*, to him in hand paid, by the said *Richard Dennison*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *Richard Dennison*, all that, the piece or parcel of ground, wharf, messuage, or tenement, stables, warehouses, counting-house, buildings, and all and singular, other the premises in and by the within written indenture of lease demised, or intended to be demised to the within named *John Haugh*, with their and every of their appurtenances ; and all the estate, right, title, interest, term of years yet to come and unexpired ; property, claim and demand whatsoever, of him the said *John Haugh*, of, in, and to, or out of the same premises, and every or any part thereof, together with the said indenture of lease, and counter parts of leases to his several under-tenants, and all arrears of rent, and sum and sums of money due and owing to the said *John Haugh* from any person or persons whomsoever, for or in respect of the rent and arrears of rent of the said premises, or any part thereof, and all securities had and taken for the same. To have and to hold, the said messuage or tenement, stables, warehouses, counting-house, ground, wharf, and premises hereby assigned or mentioned, or intended so to be, with their and every

of their appurtenances, unto the said *Richard Dennison*, his executors, administrators and assigns, from henceforth for and during all the rest, residue, and remainder now to come and unexpired of the term of *thirty* years, in and by the within written indenture of lease granted, subject nevertheless to the payment of the said arrears of rent now due from the said *John Haugh*, to the said society, for the said premises; and also to the payment of the rent and performance of the covenants in and by the within written indenture of lease reserved and contained on the tenant or lessee's part, from henceforth to be paid, done and performed. And to have, hold, perceive, receive, take and enjoy, the said rents and arrears of rent now owing to the said *John Haugh*, mentioned and intended, to be hereby assigned unto the said *Richard Dennison*, his executors, administrators and assigns, to his and their own use, and as his and their own goods and chattels absolutely for ever: And for the better enabling the said *Richard Dennison*, his executors and administrators to receive and get in the said rents hereby assigned, he the said *John Haugh* hath constituted and appointed, and by these presents doth constitute and appoint the said *Richard Dennison*, his executors, administrators and assigns, his true and lawful attorney, for and in the name of him the said *John Haugh* or otherwise, but for the sole use and benefit of him the said *Richard Dennison*, his executors, administrators and assigns, to ask, demand, recover and receive of and from all and every person and persons liable and obliged or intrusted to pay the same respectively, all and every sum and sums of money now due and owing to the said *John Haugh* from any tenant or occupier of the said premises, for rent and arrears of rent of the said hereby assigned premises, or any part thereof, and to give receipts or other effectual discharges for the same, in the name of the said *John Haugh* or otherwise, as to the said *Richard Dennison*, his executors,

or administrators shall seem most proper and expedient, and to use, take and prosecute every or any lawful method, course, or expedient, for the recovering and getting in the said rents and arrears of rent, in as full, ample and beneficial manner, to all intents and purposes, as he the said *John Haugh* might or could do in case these presents had not been made : And the said *John Haugh* for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said *Richard Dennison*, his executors, administrators and assigns, by these presents, that he the said *John Haugh*, his executors or administrators, shall and will from time to time, and at all times hereafter, at the request and proper costs and charges in the law of the said *Richard Dennison*, his executors, administrators or assigns, make, do and execute, all such further and other lawful and reasonable acts, conveyances and assurances whatsoever, for the further and better assigning and assuring the said messuage or tenement, stables, ware-houses, counting-house, ground, wharf, and premises, unto the said *Richard Dennison*, his executors, administrators and assigns, for all the then residue of the term within demised, and for enabling the said *Richard Dennison*, his executors or administrators, to recover and get in the said rents and arrears of rent, as by him or them, or his or their counsel learned in the law shall be advised and required. In witness, &c.

Of an Agreement for a Lease.

This indenture made the — day of —, between *Henry Hurle*, of —, carpenter, of the one part, and *Thomas Green*, of —, hosier, of the other part : Whereas by an agreement in writing under the hands of *Jane Danson*, of —, spinster, and the said *Henry Hurle*, bearing date the *twenty-third* day of *Decem-*

der, which was in the year of our Lord —, and made, or mentioned to be made, between the said *Jane Danson*, of the one part, and the said *Henry Hurle* of the other part : It is witnessed, that the said *Jane Danson*, did thereby agree to let unto the said *Henry Hurle*, for *twelve years and three quarters of a year*, from the date thereof, all that dwelling-house and premises which the said *Jane Danson* held by lease from —, situate in — aforesaid, at the yearly rent of —, clear of all deductions whatsoever, except taxes, and the said *Henry Hurle* did thereby agree to take the said house for the above mentioned time, and to keep the same in tenantable repair, accidents by fire excepted ; and to pay to the said *Jane Danson* the said yearly rent or sum of —, by equal quarterly payments, the first payment thereof to be made on the — day of *March* then next ; and it was thereby further agreed between the said *Jane Danson* and *Henry Hurle*, that the said *Henry Hurle* should let the said *Jane Danson* have for herself to live in as long as she thought proper, the back room on the ground floor, and one shed in the yard for the yearly rent of — dollars, as by the said agreement, relation being thereunto had may appear. And whereas the said *Henry Hurle*, in pursuance of the said recited agreement, entered into and hath continued in possession of the said messuage or tenement and premises, until the day of the date of these presents, and during that time hath laid out several sums of money in repairing and improving the same : And whereas the said *Thomas Green*, hath contracted and agreed with the said *Henry Hurle*, for the purchase of his term and interest in the said premises at and for the price or sum of — dollars. Now this indenture witnesseth, That for and in consideration of the sum of — dollars, by the said *Thomas Green* to the said *Henry Hurle* in hand paid, at and before the sealing of these presents, the receipt whereof he doth hereby acknowl-

edge, and thereof acquit, release, and discharge the said *Thomas Green*, his executors, administrators and assigns, by these presents, he the said *Henry Hurle* hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *Thomas Green*, his executors, administrators and assigns, the said recited agreement; and the messuage or tenement and premises thereby agreed to be demised to the said *Henry Hurle* as aforesaid, with their and every of their appurtenances; and all the estate, right, title, interest, term and terms of years yet to come and unexpired, claim and demand whatsoever, both at law and in equity of him the said *Henry Hurle*, of, in, to or out of the said premises, or any part or parcel thereof, by virtue of the said recited agreement or otherwise howsoever; and all benefit and advantage thereof, and of the covenants and agreements therein inserted and contained, To have, hold and enjoy the said hereby assigned premises, with their and every of their appurtenances, unto the said *Thomas Green*, his executors, administrators and assigns, from the — day of — now last past, for all the terms, estate and interest, of him the said *Henry Hurle*, of, in, and to the same; subject nevertheless to the payment of the rent, and to the performance of the covenants in the said recited agreement reserved and contained, which, from and after the said — day of — now last past, on the part and behalf of the said *Henry Hurle*, his heirs, executors, and administrators, shall become due and ought to be paid and performed: And for the better and more effectually enabling and empowering the said *Thomas Green*, his executors, administrators, and assigns, to obtain and procure from the said *Jane Danson*, her executors, administrators, and assigns, such grant or lease as in and by the said hereinbefore in part recited agreement, is mentioned and agreed to be made or

executed in that behalf, and for the accelerating and enforcing the obtaining and procuring of the same, he the said *Henry Hurle* hath made, ordained, constituted, and appointed, and by these presents doth make, ordain, constitute, and appoint the said *Thomas Green*, his executors and administrators, his true and lawful attorney and attornies, irrevocable, for him and in his name, place and stead, or in the name or names, and to and for the proper use and benefit of him the said *Thomas Green*, his executors, administrators, or assigns, to ask, demand, procure, and obtain of and from the said *Jane Danson*, her executors, administrators, or assigns, and all and every other person and persons whom it doth or may concern; a lease or grant from the said *Jane Danson* to the said *Henry Hurle*, or him the said *Thomas Green*, his executors, administrators, or assigns, of the said messuage or tenement and premises herein before assigned, and agreed to be made and executed thereof as aforesaid; and upon receipt and delivery of the said lease or grant, to seal, execute, and deliver a counterpart thereof, for and in the name of the said *Henry Hurle*, his executors or administrators, or in the name of him the said *Thomas Green*, his executors, administrators, or assigns, and generally to do, execute and perform, all and every such further and other lawful and reasonable act and acts, thing and things, as shall be necessary for the better and more speedy obtaining the said lease or grant. he the said *Henry Hurle* for himself, his executors and administrators, hereby agreeing to ratify, confirm, and allow, all and whatsoever the said *Thomas Green*, his executors, administrators, or assigns, shall lawfully do or cause to be done in or about the premises by virtue of these presents. And the said *Henry Hurle* doth hereby for himself, his heirs, executors, and administrators, covenant, promise and agree to and with the said *Thomas Green*, his executors, administrators, and as-

signs, that he the said *Henry Hurle*, his executors or administrators, shall and will at the request of the said *Thomas Green*, his executors, administrators, and assigns, use his and their best means and endeavors to procure the said *Jane Danson*, her executors, administrators, or assigns, to grant a lease of the said messuage or tenement and premises, either to the said *Henry Hurle*, his executors or administrators, or to the said *Thomas Green*, his executors, administrators, or assigns ; And that he the said *Henry Hurle*, his executors or administrators, shall and will in case such lease shall be granted to him or them by good and sufficient conveyances and assurances in the law, assign, make over and confirm unto the said *Thomas Green*, his executors, administrators, or assigns, the said messuage or tenement and premises hereinbefore mentioned, to be hereby assigned to and for his and their own proper use and benefit, for and during all the residue and remainder of the said term of *twelve years and three quarters of a year* which shall be then to come and unexpired : And for all other the estate, term and interest, which he the said *Henry Hurle*, his executors, administrators, or assigns, shall have or be entitled to therein. In Witness, &c.


Of Leasehold Premises by Indorsement, from an Executrix to a Purchaser.

To all to whom these presents shall come, *Susannah Bowes* of —, the widow of the within named *Samuel Bowes*, and sole executrix named in his last will and testament, sendeth greeting : Whereas the said within named *Samuel Bowes* has, since the execution of the within indenture of lease, departed this life, having first made and published his last will and testament in

writing, and thereof appointed the said *Susannah Bowes* sole executrix ; And whereas the within demised premises, and indenture of lease were lately put up to sale by public auction, and *Richard Giles* of ——— having attended at such sale, and offered the sum of ——— dollars for the purchase thereof, he was declared to be the highest bidder for the same, and the said premises and indenture of lease were accordingly sold to him at and for that sum. Now know ye, that for and in consideration of the sum of ——— dollars, to the said *Susannah Bowes* in hand paid, by the said *Richard Giles* at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged ; the the said *Susannah Bowes* hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over unto the said *Richard Giles*, his executors, administrators, and assigns all that piece or parcel of ground, and all and singular other the premises in and by the within written indenture of lease demised or mentioned or intended to be thereby demised, with their and every of their appurtenances ; and all the estate, right, title, interest, term of years to come and unexpired, property, claim, and demand whatsoever, either of the within named *Samuel Bowes*, or of her the said *Susannah Bowes*, as executrix or otherwise, of, in, to, or out of the same premises, every or any part thereof, together with the said indenture of lease. To have and to hold the said piece or parcel of ground, and all and singular other the premises hereby, or mentioned to be hereby assigned, with their and every of their appurtenances, unto the said *Richard Giles*, his executors, administrators, and assigns from the first day of ———, next ensuing the date hereof, for and during all the rest, residue, and remainder, which shall be then to come and unexpired, of the term of ——— years, in and by the within written indenture of lease grant-

ed thereof: Subject nevertheless to the payment of the rent and performance of the covenants in the same indenture of lease, reserved and contained on the tenant or lessee's part, from thenceforth to be paid, done, and performed: And the said *Susannah Bowes*, doth hereby for herself, her heirs, executors, and administrators, covenant, promise, and agree, to and with the said *Richard Giles*, his executors, administrators, and assigns, in manner following (that is to say) that he the said *Richard Giles*, his executors, administrators, or assigns, paying the rent, and observing, and performing the covenants and agreements reserved and contained in and by the said within written indenture of lease, on the tenant or lessee's part, to be paid and performed, from and after the said *first* day of —, next ensuing the date hereof, shall and may from time to time and at all times thereafter, for and during all the residue and remainder which shall be then to come and unexpired, of the said term of — years by the within written indenture of lease granted, lawfully, peaceably, and quietly have, hold, occupy, possess and enjoy the said piece or parcel of ground and premises, hereby assigned or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues, and profits thereof, and of every part thereof, to and for his and their own use and benefit, without any lawful let, suit, trouble, denial, eviction, or interruption of, or by the said *Susannah Bowes*, her executors, administrators, or assigns, or any other person or persons whomsoever, lawfully claiming or to claim, by, from, or under her, them, or any of them, or by or through her or their act, means, neglect, default, or procurement: And that free and clear, and freely and clearly acquitted and discharged, or otherwise by the said *Susannah Bowes*, her executors or administrators, well and sufficiently saved, kept harmless, and indemnified of, from and against all and all manner of former and

other deeds, gifts, grants, bargains, sales, assignments, mortgages, surrenders, re-entries, judgments, executions, extents, statutes, recognizances, and all other incumbrances whatsoever : And of and from all arrears of rent, taxes and assessments, until the said *first* day of — now next ensuing. And further, that she the said *Susannah Bowes*, her executors or administrators, and all and every other person and persons having, or lawfully claiming, or to claim any estate, right, title or interest, of, in, to or out of the said hereby assigned premises, or any part thereof, from, by, under or in trust, either for the within named *Samuel Bowes*, or for her the said *Susannah Bowes*, her or any of her executors or administrators shall and will from time to time and at all times during the continuance of the said term hereby assigned upon every reasonable request, and at the costs and charges in the law, of him the said *Richard Giles*, his executors, administrators, or assigns, make, do and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law whatsoever, for the further and better assigning and assuring the said premises unto the said *Richard Giles*, his executors, administrators and assigns, for the then residue of the term within demised, as by the said *Richard Giles*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably devised and required. In witness, &c.

 The expense of the assignment of any terms of years which a purchaser can require to be assigned to attend the inheritance, must be borne by the purchaser himself; but the title to them must of course be deduced at the expense of the vendor; and if a term has never been assigned to attend the inheritance, the vendor

must bear the expence, not only of deducing the title, but also of the assignment of the term to a trustee of the purchaser's nomination to attend the inheritance. *Sugden* 271.

Of Leasehold Premises, from a Mortgagee and Mortgagor to a Purchaser.

This indenture tripartite, made the —— day of ——, between *John Jones*, of ——, of the first part; *Joseph King*, of ——, of the second part; and *Paul Poe*, of the third part: Whereas [*here recite the lease.*] And whereas the said *David Giles*, did afterwards erect and build on the said piece or parcel of ground, one brick messuage or tenement, pursuant to a covenant for that purpose contained in the said indenture of lease. And whereas in and by an indenture of assignment or mortgage, bearing date on or about the —— day of ——, and made or mentioned to be made between the said *David Giles* of the one part, and *Abel Hay*, of ——, of the other part [*reciting to the effect hereinbefore recited*] the said *David Giles*, for the considerations therein mentioned, did assign and set over, unto the said *Abel Hay*, all the said piece or parcel of ground, and the said messuage or tenement thereon erected and built, and all and singular other the premises in the said indenture of lease granted and demised, with their and every of their appurtenances, together with the said indenture of lease, To hold unto the said *Abel Hay*, his executors, administrators and assigns, from thenceforth, for and during all the rest, residue and remainder of the said term of —— years, in and by the said recited indenture of lease granted, then to come and unexpired, under a proviso in the said indenture of mortgage contained for making void the same, on payment of the sum

of ——— dollars with interest, on the ——— day of ———, as in and by the said recited indenture of assignment or mortgage, relation being thereunto had may appear : And whereas by one other indenture of assignment tripartite, bearing date the ——— day of ———, and made or mentioned to be made, between the said *Abel Hay*, of the first part, the said *David Giles* of the second part, and the said *Joseph King*, of the third part ; reciting that there was then due and owing to the said *Abel Hay* for principal and interest on the said recited mortgage, the sum of ———, and that the said *Joseph King*, had contracted and agreed with the said *David Giles*, for the absolute purchase of the said mortgaged premises, for the sum of ——— dollars, the said *Adam Hay*, in consideration of the said sum of ———, so due to him for principal and interest on the said mortgage, to him paid by the said *Joseph King*, by the direction and appointment of the said *David Giles*, did hereby grant, bargain, sell, assign, transfer, and set over, and the said *David Giles*, in consideration of the further sum of ——— dollars, to him then paid by the said *Joseph King*, did thereby grant, bargain, sell, assign, release, and confirm unto the said *Joseph King*, his executors, administrators and assigns, the said recited indenture of lease, made and granted to the said *David Giles*, as aforesaid, and the said piece and parcel of ground, messuage or tenement, and all and singular other the premises, with the appurtenances, in and by the said recited indenture of lease, demised to the said *David Giles*, by the said *Watt Tyler*, or mentioned or intended so to be, to hold unto the said *Joseph King*, his executors, administrators and assigns, from thenceforth for and during all the rest, residue, and remainder of the said term of ——— years, in and by the said recited indenture of lease granted, then to come and unexpired, as in and by the said last recited indenture of assignment, relation being thereunto had will appear. And whereas by one

other indenture of assignment or mortgage, bearing date the — day of —, made between the said *Joseph King*, of the one part, and the said *John Jones*, party hereto of the other part; [*reciting to the effect herein before recited*] and further reciting that by one bond or obligation bearing even date herewith, the said *Joseph King* had become bound unto the said *John Jones*, in the penal sum of — dollars, conditioned for the payment of the sum of — dollars, in manner and at the times therein mentioned, the said *Joseph King*, as well for the better securing and more sure payment of the said sum of — dollars, according to the condition of the said bond or obligation, as also for other the conditions therein mentioned, did grant, bargain, sell, assign, transfer and set over unto the said *John Jones*, his executors, administrators and assigns, the said recited indentures of lease, made and granted to the said *David Giles* as aforesaid, and the said piece or parcel of ground, messuage or tenement, and all and singular other the premises, with the appurtenances, in and by the said recited indenture of lease demised to the said *David Giles*, by the said *Watt Tyler*, or meant, mentioned, or intended so to be: To hold unto the said *John Jones*, his executors, administrators and assigns, from thenceforth, for and during all the rest, residue and remainder of the said term of — years, in and by the said recited indenture of lease granted, then to come and unexpired, under a proviso therein contained, for making void the same, on payment of the said sum of — dollars, at the time, and in manner therein before limited and appointed, as in and by the said last recited indenture of assignment, relation being thereunto had will appear: And whereas the said sum of — dollars, or any part thereof was not paid or satisfied at the time mentioned and appointed for payment thereof, whereby the estate and interest of the said *John Jones*, in and to the said mortga-

ged premises became absolute in law : And whereas there is now due and owing to the said *John Jones*, for principal and interest on the said recited bond and mortgage, to the day of the date of these presents the sum of ——— dollars : And whereas the said *Paul Poe*, hath contracted and agreed with the said *Joseph King*, for the absolute purchase of the said mortgaged premises, for all the residue and remainder of the said term of ——— years, in and by the said recited indenture of lease granted, now to come and unexpired for the price or sum of ——— dollars : Now this indenture witnesseth, that for and in consideration of the said sum of ——— dollars, to the said *John Jones*, in full of all principal money, and interest due to him from the said *Joseph King*, on such said recited bond and mortgage, to him in hand, well and truly paid by the said *Paul Poe*, by and with the consent, direction, and appointment of the said *Joseph King*, testified by his being a party hereunto, and executing of these presents, at or before the sealing and delivery hereof, the receipt whereof the said *John Jones* doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth clearly and absolutely acquit, release and discharge the said *Paul Poe*, his executors, administrators and assigns, and every of them, by these presents, he the said *John Jones*, by and with the like consent, direction and appointment of the said *Joseph King*, testified as aforesaid, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth fully and absolutely grant, bargain, sell, assign, transfer and set over unto the said *Paul Poe*, his executors, administrators and assigns, the said recited indenture of lease, made and granted to the said *David Giles* as aforesaid, and the said recited indentures of assignment thereof, and the said piece or parcel of ground, and also the said messuage or tenement thereon erected and built, and all and singular other the premises, with the appur-

tenances, in and by the said recited indenture of lease, demised to the said *David Giles*, by the said *Watt Tyler*, or meant, mentioned, or intended so to be, and all the estate, right, title, interest, property, profit, term of years now to come and unexpired, claim and demand whatsoever, of him the said *John Jones*, of, in and to the same, and every part and parcel thereof, by force and virtue of the said recited indenture of lease and indentures of assignment, or otherwise howsoever, To have and to hold the said recited indenture of lease and indentures of assignment, piece or parcel of ground, and messuage or tenement thereon built, and all and singular other the premises, with the appurtenances herein and hereby granted, bargained, sold, assigned, transferred, and set over, or meant, mentioned, or intended so to be, unto the said *Paul Poe*, his executors, administrators, and assigns, from the day of the date of these presents, for and during all the rest, residue and remainder of the said term of — years, in and by the said recited indenture of lease granted, and therein now to come and unexpired. And the said *John Jones*, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *Paul Poe*, his executors, administrators and assigns, by these presents, that he the said *John Jones*, hath not made, done, or committed, or wittingly, or willingly suffered or caused, or procured to be made, done, or committed any act, matter or thing whatsoever, whereby or by reason or means whereof the said recited indenture of lease, indentures of assignment, piece or parcel of ground, messuage, or tenement, or any of them, is, are, shall or may be impeached, charged, vacated, or incumbered, in title, charge, estate, or otherwise howsoever. And this indenture further witnesseth, That for and in consideration of the further sum of — dollars, to the said *Joseph King*, in hand, also well and truly paid by the said *Paul Poe*, at or before the sealing

and delivery of these presents, the receipt whereof the said *Joseph King*, doth hereby acknowledge, and thereof and of every part and parcel thereof, doth clearly and absolutely acquit, release, and discharge the said *Paul Poe*, his executors, administrators and assigns for ever, by these presents, which said sums of ——— dollars, and ——— dollars, make together the said sum of ——— dollars, and are in full of the purchase money agreed to be given for the said premises by the said *Paul Poe*; he the said *Joseph King*, hath granted, bargained, sold, assigned, released and confirmed, and by these presents doth fully and absolutely grant, bargain, sell, assign, release and confirm unto the said *Paul Poe*, his executors, administrators and assigns, the said recited indenture of lease made and granted to the said *David Giles* as aforesaid, and the said piece or parcel of ground, and messuage or tenement thereon built, and all and singular other the premises, with the appurtenances in and by the said recited indenture of lease demised to the said *David Giles* by the said *Watt Tyler*, or meant, mentioned, or intended so to be; and all the estate, right, title, interest, profit, property, term of years now to come and unexpired, equity and benefit of redemption, claim and demand whatsoever of him the said *Joseph King*, both in law and equity, or otherwise howsoever, of, in, and to the said premises, every or any part or parcel thereof, and all deeds, evidences and writings, touching and concerning the said hereby assigned premises, or any part thereof now in the custody or power of the said *Joseph King*, or any other person or persons, for his use or in trust for him, To have and to hold the said recited indenture of lease, piece or parcel of ground, messuage or tenement thereon built, and all and singular other the premises, with the appurtenances hereinbefore mentioned, or intended to be hereby granted, bargained, sold, assigned, released and confirmed, and every part and parcel thereof,

unto the said *Paul Poe*, his executors, administrators and assigns, from henceforth for and during all the rest, residue, and remainder of the said term of — years, in and by the said recited indenture of lease granted, now to come and unexpired. And the said *Joseph King*, for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said *Paul Poe*, his executors, administrators and assigns, by these presents in manner following, that is to say : That the said recited indenture of lease made and granted to the said *David Giles* as aforesaid, at the time of the sealing and delivery of these presents is good and effectual and valid in the law, of and for the premises thereby demised, and that the same and the term of years thereby leased are now in being, and in no wise forfeited, surrendered, incumbered, or become void or voidable ; and that they the said *John Jones* and *Joseph King* have, or one of them hath, in themselves or himself good right, full power, true title, and lawful and absolute authority to grant, bargain, sell, assign, transfer and set over the premises meant or intended to be hereby assigned, with their and every of their appurtenances unto the said *Paul Poe*, his executors, administrators and assigns, in manner and form aforesaid : And that he the said *Paul Poe*, his executors, administrators or assigns, shall, or lawfully may, from time to time, and at all times hereafter, for and during all the residue and remainder of the said term of — years, in and by the said recited indenture of lease granted, yet to come and unexpired, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the premises hereby granted and assigned or meant, mentioned or intended so to be, and every part or parcel thereof, with their and every of their appurtenances, without any let, suit, trouble, denial, eviction, ejection, or interruption, of or by them the said *John Jones* and *Joseph King*, or either of them, their or either of their execu-

tors, administrators or assigns, or of or by any other person or persons whomsoever, and that free and clear, and freely and clearly acquitted and discharged, or otherwise well and sufficiently saved, kept harmless, and indemnified of, and from all and ail manner of former and other gifts, grants, bargains, sales, leases, assignments, mortgages, surrenders, re-entries, judgments, executions, extents, statutes and recognizances, and of, and from all other estates, titles, troubles, charges and incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done or suffered by the said *John Jones* and *Joseph King*, or either of them, their or either of their executors, administrators or assigns, or by or with their, any or either of their privity, consent, or procurement, or by any other person or persons whatsoever (except one indenture of lease bearing date the — day of —, whereby the said *Joseph King*, demised to *Titus Dull*, of —, his executors, administrators and assigns, the aforesaid messuage or tenement, known by the sign of the *Black Horse*, part of the premises hereby assigned, from the first day of *April*, then last, for the term of *twelve* years, at and under the yearly rent of *two hundred* dollars, payable quarterly; which said rent of *two hundred* dollars is from henceforth to be paid to the said *Paul Poe*, his executors, administrators or assigns :) And further, that he the said *Joseph King*, his executors, administrators and all and every other person or persons lawfully claiming or to claim the premises, by, from or under him, them, or any of them, except as aforesaid, shall and will from time to time, and at all times hereafter, during the remainder of the said term of — years now to come and unexpired, at the request, costs, and charges in the law, of the said *Paul Poe*, his executors, administrators, and assigns, make, do and execute, or cause and procure to be made, done and executed, all and every such further and other

lawful and reasonable act and acts, thing and things, deeds, conveyances, assignments, and assurances in the law whatsoever, for the further, better, more perfect, and absolute conveying, assigning, and assuring the said hereby assigned premises, unto the said *Paul Poe*, his executors, administrators and assigns, for all the rest, residue, and remainder of the said term of —, which shall be then to come and unexpired, as by the said *Paul Poe*, his executors, administrators, or assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required: And lastly, the said *Paul Poe*, for himself, his executors, administrators and assigns, doth covenant, promise and grant, to and with the said *Joseph King*, his executors and administrators, that he the said *Paul Poe*, his executors, administrators, or assigns, some or one of them, shall and will from time to time; from henceforth, for and during the remainder of the said term of — years, now to come and unexpired, well and truly pay the said yearly rent of *two hundred* dollars, at the times and in such manner as in and by the said recited indenture of lease, the same is reserved, and which shall from henceforth grow due, and perform all and every the covenants contained in the said recited indenture of lease, which on the tenant's or lessee's part or behalf, from henceforth are or ought to be kept and performed, and also shall and will from time to time and at all times hereafter, save, defend, keep harmless and indemnified, the said *Joseph King*, his executors and administrators, of and from all costs, charges, suits, damages, and expenses whatsoever, which he or they shall or may bear, pay or sustain, for, or by reason or means of the non-payment of the said yearly rent or sum of *two hundred* dollars, which from henceforth shall become due and payable, or any future non-performance of any of the covenants in the said recited indenture of lease contained. In witness, &c.

Of the benefit of purchased Articles.

This indenture made the — day of —, between *Waltar Rex*, of —, of the one part, and *Thomas Leach*, of —, of the other part. Whereas in articles of agreement bearing date the day next before the day of the date of these presents, and made between the said *Waltar Rex* of the one part, and *John Fen* of —, and *Kitty Fen*, of —, widow, mother of the said *John Fen*, of the other part, and in and by an indorsement written on the same, several covenants and agreements, matters and things, are contained touching the valuation of, and paying for several trees therein mentioned to be valued and paid for, as therein is mentioned, and for the true performance of such covenants and agreements contained in the said articles which on the part and behalf of the said *Waltar Rex*, his executors, administrators and assigns ought to be performed; he the said *Waltar Rex*, hath obliged himself, his heirs, executors and administrators, unto the said *John Fen* and *Kitty Fen*, their and each of their heirs, executors and administrators, in the penal sum of — dollars, and for the true performance of such of the covenants and agreements contained in the said articles, which on the part and behalf and parts and behalfs of the said *John Fen* and *Kitty Fen*, their and each of their heirs, executors, administrators and assigns, ought to be performed, the said *John Fen*, hath obliged himself, his heirs, executors, administrators and assigns, and the said *Kitty Fen*, hath obliged herself, her heirs, executors, administrators and assigns, unto the said *Waltar Rex*, in the penal sum of — dollars. Now this indenture witnesseth, That the said *Waltar Rex*, doth hereby acknowledge and declare, that at the time of his executing the said articles, it was intended that the said *Thomas Leach*, his heirs, executors, administrators and assigns, should have all

the advantage that might arise thereby, and therefore he the said *Waltar Rex*, in consideration of the sum of one dollar, the receipt whereof is hereby acknowledged, hath, as far as in him lies, bargained, sold, assigned and set over, and by these presents doth, as far as in him lies, bargain, sell, assign and set over unto the said *Thomas Leach*, his heirs, executors and administrators, to and for his and their own use and benefit: All such benefit, profit and advantage which he the said *Waltar Rex*, his heirs, executors and administrators, can or may have or claim by reason or means of the said articles and indorsement, or any covenants, agreements, matters or things therein contained: And for the better enabling him the said *Thomas Leach*, his heirs, executors and administrators, to receive and take the benefit, profit and advantage hereby assigned, or mentioned and intended to be assigned, he the said *Waltar Rex*, doth hereby constitute, authorize and appoint the said *Thomas Leach*, his heirs, executors and administrators, his true and lawful attorney and attornies, to commence any action or actions, suit or suits, to compel the performance of all deeds, covenants, agreements, matters or things contained in the said articles or indorsements, which on the part and behalf, parts and behalfs of the said *John Fen* and *Kitty Fen*, or either of them, their or either of their heirs, executors or administrators, ought to be performed. And this indenture further witnesseth, that in consideration of the assignment thereby made, and of the powers hereby given to the said *Thomas Leach*, his heirs, executors and administrators, he the said *Thomas Leach*, for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said *Waltar Rex*, that he the said *Thomas Leach*, his heirs, executors, administrators and assigns, shall and will from time to time, and at all times, save, defend and keep harmless and indemnified the said *Wal-*

tar Rex, his heirs, executors and administrators, and his and their lands, tenements, and hereditaments, of from, and against all such costs, charges, damages, and expenses, which he the said *Walter Rex*, his heirs, executors and administrators, or his, their, or any of their lands, tenements or hereditaments, shall or may suffer, sustain, or be put unto for or by reason or means of his, the said *Walter Rex*, executing the said articles and signing the said indorsement, or for or by reason or means of any covenant, agreement, matter or thing therein contained, or for or by reason or means of any action or actions, suit or suits to be commenced or prosecuted by virtue of any power or authority thereby given or granted by the said *Walter Rex*. In Witness, &c.

Transfer of Shares in a Company.

For value received, I *Martin Miles*, of —, assign the whole of my right, title and interest of, in and to *two* shares in the corporation of The president, managers and company of the Schuylkill and Susquehanna navigation; [or, *The president, managers and company of the Delaware and Schuylkill canal navigation,*] to *John M-Mullen*, of —, and constitute him, his assigns and substitutes, my attorney & attorneys, with full power to receive in his or their name or names certificates for the said shares, hereby obliging myself at his or their request to do all necessary matters and things for the more effectually transferring the said shares to him or them. Witness my hand and seal, this — day of — Anno Domini —.

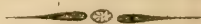
Acknowledged before me, notary public for the commonwealth of *Pennsylvania*, this — day of —.
John Doe.

Of Shares of Stock.

* For value received, I *Simon Slim*, named in the *twenty-four* certificates hereto annexed, which are numbered as follows, viz. No. —, and No. —, assign the shares of stock therein mentioned, to *Charles Moony*, of —, and constitute him, his assigns and substitutes, my attorney and attorneys, with full power to receive, in his or their name or names, certificates for the said shares; hereby obliging myself, my heirs and executors, at the request of the said *Charles Moony*, or his assigns and substitutes, to do all necessary matters and things for the more effectually transferring the said shares to him or them. Witness, &c.

Acknowledged, &c. *as in the preceding.*

* The stock should be annexed and sewed through this place by a ribbon, and the notarial seal impressed on it.



A Reference.—An appointment of an Umpire by the Referees—and an Award by that Umpire.

THE REFERENCE.

To all to whom these presents shall come, *George Graham*, of —, and *Joseph Jones*, of —, clerk, administrator of the goods, chattels, rights and credits of *Thomas Jones*, late of —, deceased, send greeting: Whereas by articles of co-partnership bearing date on or about the — day of —, which was in the year

of our Lord —, and made, or mentioned to be made, between the said *Thomas Jones* of the first part; the said *George Graham*, of the second part; and *Charles Jones*, of — eldest son of the said *Thomas Jones*, of the third part: It is witnessed, that for the considerations therein mentioned, they the said parties thereto did become, and agree to continue partners and joint traders together, in the said trade, mystery, or business of an *apothecary*, from the day of the date thereof for and during their joint lives, and the joint lives of the two of the said three which should happen to survive: And that from and after the — day of —, which should be in the year of our Lord —, they the said parties should each of them have a several right, interest and property in and to one full third part of the stock and utensils in trade, which should belong to the said partnership, and in and to the increase and gain that should grow or arise by the means of the said joint trade: And it was by the same articles, amongst other things, declared and agreed by and between the said parties thereto, that when and so often as any controversy, difference, or question, should happen or arise between the said parties, their executors, administrators or assigns, or any of them, touching or concerning the said partnership or the joint stock or trade thereof, or in respect of any matter or thing not thereby fully determined, set down, explained or declared; then and in every such case before any suit in law or equity should be commenced, each of the said parties and his executors, administrators and assigns, should refer the consideration of every such controversy, difference and question, to two discreet and indifferent persons, to be named and appointed by the parties so contending, who should hear and determine the same; and in default of their determination and award therein, should have power to elect and make choice of a third person for umpire, who alone should hear and determine such con-

troverfy, difference and question ; and whatever award touching or concerning fuch controverfy, difference, and question fhould be made and delivered, or given up in writing, indented, under the hands and feals of fuch arbitrators within *twenty* days next after their election, or under the hand and feal of fuch umpire within *ten* days next after his election, each of the feveral parties thereto, and his and their executors and administrators refpectively, fhould well and truly abide by, ftand to, keep, accomplifh, perform, and fulfil, without any trouble whatfoever, as in and by the faid in part recited articles, relation being thereto had, may appear. And whereas the faid *Charles Jones*, departed this life, inteflate, on or about the — day of —, which was in the year of our Lord —, but no letters of adminiftration have yet been granted of his eftate and effects : And whereas the faid *Thomas Jones*, alfo departed this life on or about the — day of —, which was in the faid year —, having duly made and publifhed his laft will and teftament in writing, with a codicil thereto, and appointed his wife *Henrietta Jones*, fole executrix thereof, who dying in the life time of the faid *Thos. Jones*, adminiftration of his eftate and effects, with his will & codicil annexed, hath been duly granted by the regifter of — county, to his fon the faid *Joseph Jones* : And whereas differences have arifen between the faid *George Graham*, and the faid *Joseph Jones*, as adminiftrator of the faid *Thomas Jones* as aforefaid, with regard to a demand of — dollars, made by the faid *George Graham*, for the charge and expenfe of his keeping *sundry horses* feveral years before the deceafe of the faid *Charles Jones*, in order to perform the faid co-partnership bufinefs ; and likewife, as to a demand of — dollars, made by the faid *George Graham*, for the expenfe of his keeping *sundry horses* after the deceafe of the faid *Charles Jones*, to the

death of the said *Thos. Jones**. Now therefore know ye, that we the said *George Graham* and *Joseph Jones*, have nominated and appointed, and by these presents do nominate and appoint *Henry Higs*, of —, and *Matthew Maine*, of —, two discreet and indifferent persons to be arbitrators between us, to whom we refer the consideration of the said differences, to hear and determine the same. In witness, &c.

THE ELECTION OF AN UMPIRE.

To all to whom these presents shall come, we *Henry Higs*, of —, and *Matthew Maine*, of —, send greeting: Whereas [*here were inserted the same recitals as in the Reference as far as*, when the present deed proceeded as follows*], which said differences were referred by the said *George Graham* and *Joseph Jones*, to the consideration of us the said *Henry Higs* and *Matthew Maine*, to hear and determine the same, and we not being able to compromise and determine such differences, have therefore elected and made choice of, and by these presents do elect and make choice of *Thomas Trueman*, of —, for umpire, to hear and determine the said differences between the said *George Graham* and *Joseph Jones*. In witness, &c.

THE AWARD.

To all to whom these presents shall come, *Thomas Trueman*, of —, apothecary, sendeth greeting: Whereas [*here were inserted the same recitals as in the first deed*], And whereas differences have arisen between the said *George Graham* and the said *Joseph Jones*, as administrator of the said *Thomas Jones*, as aforesaid, with regard to a demand of *two hundred dol-*

lars, made by the said *George Graham*, for the charge and expence of his keeping *sundry horses*, several years before the decease of the said *Charles Jones*, in order to perform the said co-partnership business; and likewise as to a demand of *forty dollars* made by the said *George Graham*, for the expence of his keeping *sundry horses* after the decease of the said *Charles Jones*, to the death of the said *Thomas Jones*, which said differences have been referred by the said *George Graham* and *Joseph Jones*, to the consideration of *Henry Higs*, of —, and *Matthew Maine*, of —, two discreet and indifferent persons named and appointed by the said *George Graham* and *Joseph Jones*, to determine the same: And whereas the said two arbitrators not being able to compromise and determine the said differences did, on the — day of —, elect and make choice of me the said *Thomas Trueman*, for umpire to hear and determine the same: Now therefore know ye, that I the said *Thomas Trueman*, having fully considered all matters relating to the premises, do by this my award and umpirage, award, order, decree and adjudge, that the said *George Graham*, his executors, administrators or assigns, shall be paid and allowed the sum of *one hundred and sixty dollars*, by and out of the estate and effects in co-partnership between the said *Thomas Jones*, *George Graham*, and *Charles Jones*, at the time of the decease of the said *Charles Jones*, in full payment, satisfaction and discharge of and for all monies, debts, and demands due or owing unto the said *George Graham*, by the said partners in co-partnership, in respect of his being at the expence of providing and keeping *sundry horses*, to attend the said co-partnership business previous to the decease of the said *Charles Jones*: And I do hereby award, order, decree and adjudge, that the said *George Graham*, his executors, administrators or assigns, shall likewise be paid and allowed the sum of *forty dollars*, by and out of the estate and ef-

fects in co-partnership, between him and the said *Thomas Jones*, at the time of the decease of the said *Thomas Jones*, in full payment, satisfaction, and discharge, of and for all monies, debts, and demands, due or owing to the said *George Graham*, in respect of his being at the expense of providing and keeping *sundry horses*, to attend the said co-partnership business, from the decease of the said *Charles Jones*, until the death of the said *Thomas Jones*. In witness, &c.

By three Arbitrators.

To all to whom this present writing of award indent^d shall come, We *Abel Bell*, *Caleb Doe*, and *Enoch Fey*, send greeting: Whereas divers controversies and debates have been, and yet are depending between *Giles Hone* and *Innis Key*, for the appeasing and determining whereof, the said parties have submitted themselves, and are become bound, each to the other, by their several obligations, bearing date the ——— day of ———, in the sum of ———, with conditions thereunder written for the performance of the award, arbitrament, determination and judgment of us, the said *Abel Bell*, *Caleb Doe* and *Enoch Fey*, arbitrators indifferently elected and chosen, as well on the part and behalf of the said *Giles Hone*, as on the part and behalf of the said *Innis Key*, to award, arbitrate, determine and judge, of and concerning all and all manner of actions, suits, judgments, executions, accounts, quarrels, controversies, trespasses, damages and demands whatsoever, had, made, moved, commenced or depending between the said *Giles Hone* and *Innis Key*, so as the said award, determination and judgment of us the said *Abel Bell*, *Caleb Doe*, and *Enoch Fey*, of and concerning the premises, be made and put in writing, under our hands

and seals, on or before the —— day of ——, as by the said obligations and conditions thereof doth more fully appear. Now know ye, that we the said *Abel Bell*, *Caleb Doe* and *Enoch Fey*, arbitrators as aforesaid, taking upon us the charge and burden of the said award and arbitrament, and having heard and understood the sayings and allegations of both parties, concerning the premises, and being minded to settle unity and friendship between them concerning the same, do thereupon make and put in writing this our award, arbitration and judgment between the said parties, for and concerning the premises, in manner and form following, that is to say : First, we do award, arbitrate and determine by these presents, that the said *Giles Hone*, his heirs, executors, or administrators, do and shall pay, or cause to be paid unto the said *Innis Key*, the sum of —— dollars, and that upon payment thereof, each of them the said *Giles Hone* and *Innis Key*, shall seal and subscribe, and as his several act and deed deliver unto the other of them, a general release in writing of all matters, actions, suits, cause and causes of action, bonds, bills, covenants, controversies and demands whatsoever, either of them hath, may, might, or in any wise ought to have, against the other of them, by reason of the matters aforesaid, or by reason or means of any matter, cause or thing whatsoever, from the beginning of the world, unto the day of the date of the said obligation : And for the better attestation and confirmation of this award, we the said arbitrators, have hereunto set our hands and seals, the —— day of ——, in the year ——.

By Indorsement.

We *Abel Bon*, and *Caleb Doe*, two of the arbitrators within named, having taken upon us the burden of the within arbitrament, heard the allegations of the

parties, and deliberately considered thereof, do make this our award upon and concerning all and singular the matters and things to us referred, in manner following, viz. First, we do award and order, that the within bounden *Enoch Frey*, shall and do, on or before the — day of — next, by such deed or deeds as the within named *Giles Hall*, his heirs or assigns, or his or their counsel, shall advise, well and sufficiently grant, convey and assure unto the said *Giles Hall*, his heirs and assigns, forever, a certain messuage, and piece of ground, situate in —. And that upon the execution of the said conveyance, the said *Giles Hall*, shall pay or cause to be paid unto the said *Enoch Frey*, the sum of — dollars, and shall also give security by bonds and mortgage of the premises, (if required) for the payment of the sum of — dollars, in manner following, to wit, &c. And lastly, we award, that all controversies shall cease between the parties, and that each of them shall seal and execute a general release, in writing, unto the other of them, of all actions, suits and demands, to the day of the date of the within obligation. In witness, &c.

By an Umpire.

To all to whom this present writing of award indented shall come, I, *Abel Bion*, of —, send greeting: Whereas [*recite the bond*]. And whereas the said arbitrators did not make any award in the premises, within the time for that purpose limited as aforesaid; but by writing under their hands, dated the — day of — now last past, did agree, that I, the said *Abel Bion*, should be the umpire concerning the same. Now &c.

Upon a Rule of Reference made at the Trial of a Cause.

Whereas at a court of ———, held at ———, on the ——— day of ———, a cause came on then to be tried, wherein *Rion Fox* of ——— was plaintiff, and *White Tinman* of ———, defendant, and on such trial, by consent of both parties, their counsel and attornies, an order or rule was then made, that the said cause, and also one other cause depending between the same parties in the court of common pleas, should be referred to *Titus Trueman*, *Benjamin Jostle* and *Nathan Crook*, the three foremen of the jury empannelled and sworn to try the said cause, or any two of them, to hear and determine all the said differences, so as the said *Titus Trueman*, *Benjamin Jostle* and *Nathan Crook*, or any two of them, should make and publish their award in writing, on or before the ——— day of ——— next : Now we the said *Titus Trueman*, *Benjamin Jostle* and *Nathan Crook*, in pursuance of the said order or rule of reference, having heard both the said parties, their allegations and answers, touching the matters in difference between them, and having thoroughly considered of the same, do award, order and adjudge of and upon the premises, in manner and form following : First, we do award and order, that the said *Rion Fox*, shall consent that the sum of ——— dollars paid by him into the said court of common pleas, be received out of the said court by him the said *White Tinman*, to the proper use of him the said *White Tinman*. Secondly, we do award and order, that the said *Rion Fox*, shall well and truly pay, or cause to be paid unto the said *White Tinman*, the sum of ——— dollars, on the ——— day of ——— next, at the house of *Titus Rose*, of ———, between the hours of ——— and ——— of the clock of the same day. Thirdly, we do award and order, that the said *White Tinman*, shall upon the receipt of the said ——— dollars out of the said court of common pleas, and on payment

of the said sum of ——— dollars, execute unto the said *Rion Fox*, a general release of the matters to us referred, and that the said *Rion Fox* shall at the same time execute unto the said *White Tinman*, the like release. In witness, &c.

The nomination of an Umpire by two Arbitrators, who could not conclude the Differences to them referred.

To all to whom this present writing of award indented shall come, we *Abner Old*, and *Bion Young*, of ———, send greeting: Whereas *Comely Wolf*, and *Dainty Davy*, of ———, by obligation bearing date the ——— day of ———, have bound themselves reciprocally to stand to the award of us the said *Abner Old* and *Bion Young*, to be given up in writing, relative to all differences, depending between them on or before the day of the date hereof, and in case no award should be made by us on or before the said day in conclusion of the premises, then to stand to the final determination of such person that should be chosen umpire by us the said arbitrators, for the final conclusion of the premises to be given up by the said umpire on or before the ——— day of ———, as by the said obligation and condition thereof more plainly may appear: Now know ye, that we the said *Abner Old* and *Bion Young*, arbitrators aforesaid, having not concluded and agreed upon the premises to us referred as aforesaid, and also desiring that a full end and final conclusion may at length be made between the said parties concerning the premises, Do hereby, according to the power to us granted by the said obligation nominate, determine and appoint *James Ford*, of ———, to be the sole and only umpire in the premises to conclude, end, determine, and finally to finish, all the matters, demands, and differences in controversy between the said parties, which

umpirage and final conclusion of the premises shall be given up by the said *James Ford*, in writing indented under his hand and seal, ready to be delivered unto the said parties in controversy at the shop of *John Hand*, in —, on or before —. In Witness, &c.

District Return of an Election.

To the judges delegated from the different districts of the county of *Dauphin*, to meet at the court house in the borough of *Harrisburgh*.

At an election held on Tuesday the — day of October Anno Domini, 180 , at the house of —, in the township of —, in the county of *Dauphin*, being the *second* election district of the said county on closing the poll and counting the votes it appeared that for

Governor.

A. B. had *two hundred votes* 200

Representatives in Congress.

C. D. had *two hundred votes* 200

E. F. had *one hundred and ninety votes* 190

Senator.

G. H. had *one hundred and ninety-four votes* 194

Members of the House of Representatives.

J. K. had, &c.

L. M. had, &c.

N. O. had, &c.

Sheriff.

P. Q. had, &c.

R. S. had, &c.

Coroner.

T. U. had, &c.

V. W. had, &c.

Commissioner.

X. Y. had, &c.

Director of the poor.

A. Z. had, &c.

Auditors.

B. A. had, &c. C. L. had, &c. K. R. had, &c.

In testimony whereof we the judges of said district have hereunto set our hands the said — day of October, Anno Domini, 181—

Q. P.

S. R.

U. T.

For the return of inspector, previously to the general election, see Graydon's Justice, p. 89.

County Return of Representatives in Congress.

To the judges deputed from the counties of *Dauphin*, *Cumberland*, *Mifflin* and *Huntingdon*, to meet at the house now occupied by *William Sterret*, in *Mifflin-town*, in the county of *Mifflin*.

We the subscribers, judges of the election, held in the several districts of the county of *Dauphin*, on the *twelfth* instant, (it being the second Tuesday in October, Anno Domini 181—), to wit, *A. B.* one of the judges of the first district; *C. D.* one of the judges of the second district; *E. F.* one of the judges of the third district; *G. H.* one of the judges of the fourth district, &c. [*one judge from each district, according to the number of districts in the county*], being met together at the court house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election the votes for representatives in the congress of the united states, appear to be as follows, viz.

For J. K. <i>eleven hundred votes</i>	1100
For L. M. <i>nine hundred votes</i>	900
For N. O. <i>seven hundred votes</i>	700
For P. Q. <i>one hundred votes</i>	100

In testimony whereof we have hercunto set our hands and seals the *fifteenth* day of October, A. D. 181—.

C. D. * * * *
* Seal.*

* * * *

G. H. * Seal.*

* * * *

&c.


A. B. * Seal.*

* * * *

E. F. * Seal.*

* * * *

&c.

 See *postea* the general return of the district, composed of the counties of *Dauphin, Cumberland, Missin* and *Huntingdon*.

County Return of Senators.

To the judges delegated from the counties of *York* and *Adams*, to meet at the court house in the borough of *York*.

We the subscribers, judges of the election held in the several districts of the county of *York*, on the *twelfth* instant, (it being the second Tuesday in October, Anno Domini 181—), to wit, *A. B.* one of the judges of the first district ; *C. D.* one of the judges of the second district ; *E. F.* one of the judges of the third district ; *G. H.* one of the judges of the fourth district, &c. [*one judge from each district, according to the number of districts in the county,*] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify that at the said election, the votes for senators appear to be as follows, to wit :

For J. K. <i>one thousand</i>	1000
For L. M. <i>nine hundred</i>	900
For N. O. <i>seven hundred</i>	700
For P. Q. <i>four hundred</i>	400

In testimony whereof we have hereunto set our hands and seals the *fifteenth* day of October, A. D. 181—

C. D. * * *
* Seal. *

G. H. * * *
* Seal *

&c.

A. B. * * *
* Seal. *

E. F. * * *
* Seal *

&c.

See *postea* the general return of the district composed of York and Adams counties.

General Election Returns.

Of Governor.

To the honorable the Speaker of the senate of the commonwealth of Pennsylvania.

We the subscribers, judges of the election held in the several districts of the county of *Dauphin*, on the *twelfth* instant (it being the second Tuesday in October, Anno Domini 181—) to wit, *A. B.* one of the judges of the first district; *C. D.* one of the judges of the second district; *E. F.* one of the judges of the third district; *G. H.* one of the judges of the fourth district &c. [*one judge from each district, according to the number of districts in the county*] being met together at the courthouse of the said county, & having carefully examined the returns of the said several districts, & enumerated and added together the votes therein contained, do certify, that

at the said election, the votes for a governor appear to be as follows, viz.

For R. S. *twelve hundred and fifty-five votes*, 1255

For J. K. *three hundred and seven votes* 307

In testimony whereof we have hereunto set our hands and seals the 15th* day of October, Anno Domini 181

C. D. * * * * *
* Seal *

A. B. * * * * *
* Seal *

* * * * *

* * * * *

G. H. * Seal *

E. F. * Seal *

* * * * *

* * * * *

&c.

&c.

Of Representatives in Congress.

To his excellency S. S. esquire, Governor of the commonwealth of Pennsylvania.

We the subscribers, judges of the election held in the district composed of the counties of *Dauphin*, *Cumberland*, *Mifflin* and *Huntingdon*, on the *twelfth* instant, (it being the second Tuesday in October, Anno Domini 181—), to wit, *A. B.* one of the judges of *Dauphin* county; *C. D.* one of the judges of *Cumberland* county; *E. F.* one of the judges of *Mifflin* county; and *G. H.* one of the judges of *Huntingdon* county, being met together at the house now occupied by *William Sterret*, in *Mifflintown*, in the county of *Mifflin*, and having compared and cast up the returns of the said several counties, do certify, that at the said election the following named persons appear to have been duly elected representatives in the

* Formerly, in Pennsylvania, the general returns were made up on Saturday "the fourth day after the day of election;" but by act of assembly passed March 17, 1805, (vol. VII. 484.) "all township elections and meetings of return judges of the general elections, that now are directed by law to be held on Saturday, shall be holden on the Friday, immediately preceding."

congress of the United States for the district aforesaid,
to wit :

J. K. having *three thousand six hundred votes* 3600

L. M. having *three thousand two hundred votes* 3200

In testimony whereof we have hereunto set our hands
and seals the — day of October, Anno Domini 180

C. D. * * * * *
* Seal *

* * * * *

G. H. * Seal *

* * * * *

A. B. * * * * *
* Seal *

* * * * *

E. F. * Seal *

* * * * *

Such returns (i. e. where two or more counties compose a district) are within the space of ten days after the election, to be delivered by the judges to the sheriff of the county in which they shall be convened, who shall within thirty days after said election, deliver or safely transmit the same to the governor. The judges shall also cause a duplicate to be deposited in the prothonotary's office of same county. See vol. v. Acts, 145.

Of Senator.

To the honorable the Senate of the commonwealth of
Pennsylvania.

We the subscribers, judges of the election, held in the several districts of the county of *Dauphin*, on the *twelfth* instant, (it being the second Tuesday in October, Anno Domini 181—), to wit, *A. B.* one of the judges of the first district ; *C. D.* one of the judges of the second district ; *E. F.* one of the judges of the third district ; *G. H.* one of the judges of the fourth district, &c. [*one judge from each district, according to the number of districts in the county,*] being met to-

gether at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election, the following named person appears to have been duly elected Senator for the said county, to wit :

P. S. he having *one thousand five hundred votes*, 1500

In testimony whereof, we have hereunto set our hands and seals the *fifteenth* day of October, Anno Domini 181—

C. D. * * * *
 * * Seal *
 * * * *
 * * * *
G. H. * * Seal *
 * * * *

A. B. * * * *
 * * Seal *
 * * * *
 * * * *
E. F. * * Seal *
 * * * *

Another.

To the honorable the Senate of the commonwealth of Pennsylvania.

We the subscribers, judges deputed from the counties of *York* and *Adams*, to meet at the *court-house* in the *borough* of *York*, for the purpose of making a general and true return of senators for the district composed of the counties aforesaid, being met together at the said court-house, and having carefully examined and cast up the several county returns of the election held on Tuesday the — day of October instant, do certify, that at the said election, the following persons were duly elected senators for the district aforesaid, that is to say,


<i>J. K.</i> he having <i>twelve hundred votes</i>	1200
<i>L. M.</i> he having <i>eleven hundred votes</i>	1100

In testimony whereof we have hereunto set our hands

and seals, the — day of October, Anno Domini
181—

C. D. * * * * *
 * Seal *
 * * * * *

B. K. * * * * *
 * Seal *
 * * * * *

 This latter return applies where two or more counties compose a district.

Of Representatives.

To the honorable the House of Representatives of the
commonwealth of Pennsylvania.

We the subscribers, judges of the election held in the several districts of the county of *Dauphin*, on the *twelfth* instant (it being the second Tuesday in October, 181—) to wit, *A. B.* one of the judges of the first district; *C. D.* one of the judges of the second district; *E. F.* one of the judges of the third district; *G. H.* one of the judges of the fourth district, &c. [*one judge from each district according to the number of districts in the county*] being met together at the court house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election the following named persons, being the three highest in votes, appear to have been duly elected members of the house of representatives for the said county, to wit :

<i>J. K.</i> having <i>twelve hundred</i> votes	1200
<i>L. M.</i> having <i>eleven hundred</i> votes	1100
<i>M. N.</i> having <i>nine hundred</i> votes	900

In testimony whereof we have hereunto set our hands

and seals the *fifteenth* day of October, Anno Domini 181—

C. D. * * * *
* * * *
* * * *

G. H. * * * *
* * * *

A. B. * * * *
* * * *

E. F. * * * *
* * * *

Of Sheriff.

To *N. B. B.* esquire, Secretary of the commonwealth of Pennsylvania.

We the subscribers, judges of the election held in the several districts of the county of *Dauphin*, on the *twelfth* instant (it being the second Tuesday in October, Anno Domini 181—) to wit, *A. B.* one of the judges of the first district; *C. D.* one of the judges of the second district; *E. F.* one of the judges of the third district; *G. H.* one of the judges of the fourth district, &c. [*one judge from each district according to the number of districts in the county*] being met together at the court house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election, the following named persons, being highest in votes, appear to be duly elected sheriffs for the said county, to wit :

J. K. having *twelve hundred* votes 1200

L. M. having *ten hundred and fifty* votes 1050

In testimony whereof we have hereunto set our hands and seals the *fifteenth* day of October, Anno Domini 181—

C. D. * * * *
* * * *

G. H. * * * *
* * * *

A. B. * * * *
* * * *

E. F. * * * *
* * * *

Of Coroner.

To *N. B. B.* esquire, Secretary of the commonwealth
of Pennsylvania.

We the subscribers, judges of the election held in the several districts of the county of *Dauphin*, on the *twelfth* instant (it being the second Tuesday in October, Anno Domini 181—) to wit, *A. B.* one of the judges of the first district; *C. D.* one of the judges of the second district; *E. F.* one of the judges of the third district; *G. H.* one of the judges of the fourth district, &c. [*one judge from each district according to the number of districts in the county*] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election, the following named persons being highest in votes, appear to be duly elected coroners for the said county, to wit:

J. K. having *twelve hundred* votes 1200

L. M. having *ten hundred and fifty* votes 1050

In testimony whereof we have hereunto set our hands and seals the *fifteenth* day of October, Anno Domini 181—

C. D. * * * *
* Seal *
* * * *

A. B. * * * *
* Seal *
* * * *

G. H. * * * *
* Seal *
* * * *

E. F. * * * *
* Seal *
* * * *

Of Commissioner.

To *J. B.* esquire, Clerk of the court of Quarter Sessions of the county of *Dauphin*.

We the subscribers, judges of the election held in the several districts of the county of *Dauphin*, on the *twelfth* instant (it being the second Tuesday in October, Anno Domini 181—) to wit, *A. B.* one of the judges of the first district; *C. D.* one of the judges of the second district; *E. F.* one of the judges of the third district; *G. H.* one of the judges of the fourth district, &c. [*one judge from each district, according to the number of districts in the county*] being met together at the court-house of the said county, & having carefully examined the returns of the said several districts, & enumerated and added together the votes therein contained, do certify, that at the said election, the following person being highest in votes, was duly elected commissioner for the said county, that is to say:

J. K. having *nine hundred and seven votes* 907

In testimony whereof we have hereunto set our hands and seals the 15th day of October, Anno Domini 181—

C. D. * * * *
* Seal.*

G. H. * * * *
* Seal.*

&c.

A. B. * * * *
* Seal.*

E. F. * * * *
* Seal.*

&c.

Of Director of the Poor.

To *J. B.* esquire Clerk of the court of Quarter Sessions of the county of *Dauphin*.

We the subscribers, judges of the election, held in the several districts of the county of *Dauphin*, on the *twelfth* instant, (it being the second Tuesday in October, Anno Domini 181—), to wit, *A. B.* one of the judges of the first district; *C. D.* one of the judges

of the second district ; *E. F.* one of the judges of the third district ; *G. H.* one of the judges of the fourth district, &c. [*one judge from each district, according to the number of districts in the county,*] being met together at the court-house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election, *T. B.* was duly elected a director of the poor and of the house of employment, for the said county, he having *five hundred* votes.

In testimony whereof, we have hereunto set our hands and seals the *fifteenth* day of October, Anno Domini 181—

C. D. * * * *
 * Seal. *
 * * * *
 * * * *
 G. H. * Seal. *
 * * * *

A. B. * * * *
 * Seal. *
 * * * *
 * * * *
 E. F. * Seal. *
 * * * *

Of Auditors.

To *J. B.* esquire, prothonotary of the county of *Dauphin*.

We the subscribers, judges of the election held in the several districts of the county of *Dauphin*, on the *twelfth* instant (it being the second Tuesday in October, A. D. 181—) to wit, *A. B.* one of the judges of the first district ; *C. D.* one of the judges of the second district ; *E. F.* one of the judges of the third district ; *G. H.* one of the judges of the fourth district, &c. [*one judge from each district according to the number of districts in the county*] being met together at the court house of the said county, and having carefully examined the returns of the said several districts, and


enumerated and added together the votes therein contained, do certify, that at the said election the following named persons, being the three highest in votes, were duly elected auditors for the said county, to wit :

<i>N. O.</i> having <i>seven hundred</i> votes	700
<i>P. Q.</i> having <i>six hundred</i> votes	600
<i>R. S.</i> having <i>five hundred</i> votes	500

In testimony whereof we have hereunto set our hands and seals the *fifteenth* day of October, Anno Domini 181—

C. D. * * * *
Seal. *
 * * * *
 * * * *
 G. H. * * * *
Seal. *
 * * * *

A. B. * * * *
Seal. *
 * * * *
 * * * *
 E. F. * * * *
Seal. *
 * * * *

 It shall be the duty of the prothonotary, to inform the auditors of the time of their meeting annually (first Monday of January) at least ten days previous thereto. See IX. vol. acts, 42.

Of Electors.

To *N. B. B.* esquire, Secretary of the commonwealth of Pennsylvania.

We the subscribers, judges of the election held in the several districts of the county of *Dauphin*, on Friday* the — day of —, to wit, *A. B.* one of the judges of the first district ; *C. D.* one of the judges of the second district ; *E. F.* one of the judges of the third district ; *G. H.* one of the judges of the fourth district,

* The election is to be held on the fifth Friday preceding the first Wednesday in December 1804, and in every fourth year thereafter. V. vol. acts, 32.

22c. [one judge from each district, according to the number of districts in the county], being met together at the court house of the said county, and having carefully examined the returns of the said several districts, and enumerated and added together the votes therein contained, do certify, that at the said election, the votes for electors of a president and vice-president of the United States appear to be as follows, that is to say :

For <i>J. K.</i> twelve hundred votes	1200
<i>L. M.</i> eleven hundred votes	1100
<i>M. N.</i> nine hundred votes	900
<i>O. P.*</i> eight hundred votes	800
&c. &c.	


In testimony whereof we have hereunto set our hands and seals the — — day of — —, A D. 181—.

C. D. * * * * *
 * *Seal.* *
 * * * * *
 * * * * *
 G. H. * *Seal.* *
 * * * * *

&c.

A. B. * * * * *
 * *Seal.* *
 * * * * *
 * * * * *
 E. F. * *Seal.* *
 * * * * *

&c.

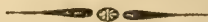
 The Monday next after the election, the general return is to be made up; at the court-house: two copies are to be delivered to the prothonotary, one to be filed in his office, and the other within two days after to be deposited in the nearest post-office for the secretary of the commonwealth; a third copy is to be delivered to the sheriff, who shall within fourteen days after the election by himself or his deputy, deliver the same to the governor. See V. vol. acts, 32.

* The number voted for must be equal to the whole number of senators and representatives to which the state may be entitled in the congress. See Const. of U. S. art. II. V. vol. acts of Penn. 52.

See acts vol. V. 669 and VIII. 291, respecting the forwarding returns to the secretary of the commonwealth, &c.

For a return of the election of constable, see Graydon's Justice p. 81. Of assessors, see *ibid.* p. 63.

Various other returns will be found under "Process," where it has been thought proper to place them, in order to preserve a connected view of the proceedings.



Bargain and Sale.

From the surviving Assignee of a Bankrupt, and the Bankrupt to a Purchaser.

This indenture tripartite made the —— day of ——, in the year of our Lord ——, between *Joseph Wingfield*, cooper, of ——, surviving assignee of the estate and effects of *Richard Smith*, of ——, dealer in horses, against whom a commission of bankruptcy hath been awarded, of the first part; the said *Richard Smith*, of the second part; and *Richard Solly*, of ——, taylor, of the third part: Witnesseeth, That for and in consideration of the sum of *two thousand* dollars, to him the said *Joseph Wingfield*, in hand paid by the said *Richard Solly*, at or before the sealing and delivery of these presents, and also for and in consideration of the sum of *one* dollar, to the said *Richard Smith*, in hand also paid by the said *Richard Solly*, at or before the sealing and delivery of these presents, the receipt of which said seve-

ral sums of *two thousand* dollars, and *one* dollar, the said *Joseph Wingfield*, and the said *Richard Smith*, do hereby severally acknowledge, and thereof and therefrom do severally acquit, release and discharge the said *Richard Solly*, his heirs, executors and administrators, and every of them for ever, by these presents, he the said *Joseph Wingfield*, and also the said *Richard Smith*, have, and each of them hath, bargained and sold, and by these presents do, and each of them doth, bargain and sell unto the said *Richard Solly*, and his heirs, all that piece or parcel of ground, and all and singular other the messuages, lands, hereditaments and premises, situated in ———— aforesaid, which were bargained and sold by the major part of the commissioners in the said commission named, to *Matthew Scofield*, of ————, in the county of ————, *carpenter*, (since deceased) and the said *Joseph Wingfield*, and their heirs, and the reversion and reversions, remainder and remainders, yearly and other rents, issues, and profits, of all and singular the said messuages, lands, hereditaments and premises hereinbefore mentioned, or intended to be hereby bargained and sold, and of every part and parcel thereof; and all the estate, right, title, interest, use, possession, property, benefit, trust, claim, and demand whatsoever, both in law and equity, of them the said *Joseph Wingfield*, and *Richard Smith*, or either of them, of, in, to or out of the same premises, and every or any part or parcel thereof, together with all deeds, evidences and writings, touching or concerning the said premises, and every or any part or parcel thereof, in the custody or power of them the said *Joseph Wingfield*, and *Richard Smith*, or either of them; To have and to hold the said messuages, lands, hereditaments, and all and singular other the premises hereinbefore mentioned or intended to be hereby bargained and sold, with their and every of their appurtenances, unto the said *Richard Solly*, his heirs and assigns forever. In witness, &c.

¶ He who sells is called the Bargainor, and he who buys is called the Bargainee.

Of Lands.

This indenture made the — day of —, in the year of our Lord —, between *Amos Boal*, of —, of the one part, and *Caleb Doe*, of —, of the other part, witneſſeth, That the ſaid *Amos Boal*, for and in conſideration of the ſum of — dollars, to him the ſaid *Amos Boal*, in hand well and truly paid, the receipt whereof is hereby acknowledged; he the ſaid *Amos Boal*, hath granted, bargained, and ſold, and by theſe preſents, doth grant, bargain and ſell unto the ſaid *Caleb Doe*, his heirs and aſſigns, all thoſe meſſuages, &c. and alſo all trees, woods, underwoods, ways, water-courſes, profits, commodities, advantages, hereditaments and appurtenances whatſoever, to the ſaid meſſuages, &c. above mentioned belonging, or in any wiſe appertaining; and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of the ſaid premiſes, and of every part and parcel thereof; and all the eſtate, right, title, intereſt, claim and demand whatſoever of him the ſaid *Amos Boal*, of, in and to the ſaid meſſuages, &c. and premiſes, and every part thereof: To have and to hold the ſaid meſſuages, &c. and all and ſingular other the premiſes above mentioned, and every part and parcel thereof, with the appurtenances unto the ſaid *Caleb Doe*, his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *Caleb Doe*, his heirs and aſſigns forever. And the ſaid *Amos Boal*, for himſelf and his heirs, the ſaid meſſuages &c. and premiſes, and every part thereof, againſt him and his heirs, and againſt all and every other perſon and perſons whatſoever, to the ſaid *Caleb Doe*, his heirs and aſſigns, ſhall and will warrant and for ever defend by theſe preſents. In witneſs, &c.

Bargain and Sale enrolled.

This indenture made the — day of — between *Amos Boal*, of the one part, and *Caleb Doe*, of the other part, witnesseth : That for and in consideration of the sum of — dollars, to the said *Amos Boal*, in hand, well and truly paid, at or before the sealing and delivery of these presents, in full for the absolute purchase of the inheritance in fee simple, of and in all that tract or parcel of land with its appurtenances, &c. hereinafter mentioned to be hereby bargained and sold, the receipt whereof he the said *Amos Boal*, doth hereby acknowledge, and thereof, and from every part thereof, doth acquit, release and discharge the said *Caleb Doe*, his heirs, executors and administrators, and every of them for ever by these presents, he the said *Amos Boal*, hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said *Caleb Doe*, his heirs and assigns all* that tract or parcel of land situated in the county of —, on the waters of —, and bounded as followeth, to wit : Beginning, &c. together with all and singular the rights, members and appurtenances thereunto belonging, and the reversions and remainders, rents, issues and profits thereof, To have and to hold the said tract or parcel of land, and all and singular other the premises hereby bargained and sold, or mentioned or intended so to be, with their and every of their rights, members and appurtenances, unto the said *Caleb Doe*, his heirs and assigns, to the only proper use of him the said *Caleb Doe*, his heirs and assigns forever. And the said *Amos Boal*, and his heirs shall and will warrant and for ever defend the premises aforesaid unto the said *Caleb Doe*, his heirs

* If you wish to convey simply your own title, insert between the words "all" and "that" the following words "his right title, claim, interest and demand, of what ever name or nature it may be, in and to."

and assigns, against all and every person and persons whomsoever.† In witness, &c.

The same by Deed Poll.

To all people to whom these presents shall come, greeting :

Know ye, that I *Amos Boal*, for the consideration of — dollars, received to my full satisfaction, of *Caleb Doe*, do give, grant, bargain, sell and confirm unto the said *Caleb Doe*, all that tract or parcel of land, with its appurtenances and improvements thereunto belonging, situated in the township of — in the county of —, together with all and singular the reversions and remainders, rents, issues and profits thereof, To have and to hold the above granted and bargained tract or parcel of land, with the appurtenances and improvements thereof, unto him the said *Caleb Doe*, his heirs and assigns forever, to his and their own proper use and behoof. And also I the said *Amos Boal*, do for myself, my heirs, executors and administrators, covenant with the said *Caleb Doe*, his heirs and assigns, that at and until the enfealing of these presents, I am well seized of the premises as a good indefeasible estate in fee simple ; and have good right to bargain and sell the same in manner and form as is above written ; and that the same is free of all incumbrances whatsoever. And furthermore, I the said *Amos Boal* do by these presents bind myself and my heirs, for ever to warrant and defend the above granted and bargained premises to him the said *Caleb Doe*, his heirs and assigns against all claims and demands whatsoever. In witness whereof I have hereunto set my hand and seal the — day of —, in the year 181—

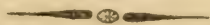
† To avoid a general warranty, add the words "who may or shall claim from, through or under him the said *Amos Boal*."

Of a Freehold Estate, to two Persons, in Trust for one of the Parties alone, with a Warranty from the Bargainor.

This indenture tripartite, made the — day of —, between *Thomas Hall*, of —, wine merchant, of the first part; *Edmund Gale*, of —, distiller, of the second part; and *Joseph Gale*, of —, distiller, brother of the said *Edmund Gale* of the third part, witnesseth, That for and in consideration of the sum of — dollars, by the said *Edmund Gale*, to the said *Thomas Hall*, in hand, at or before the sealing and delivery of these presents, well and truly paid, in full, for the absolute purchase of the messuages, lands, and tenements hereinafter mentioned, to be hereby bargained and sold; the receipt whereof the said *Thomas Hall* doth hereby acknowledge, and thereof doth acquit, release, and for ever discharge the said *Edmund Gale*, his heirs, executors and administrators, by these presents; and in consideration of the sum of one dollar, by the said *Joseph Gale*, to the said *Thomas Hall*, in hand also paid, at or before the execution of these presents, the receipt whereof is also hereby acknowledged, he the said *Thomas Hall*, hath granted, bargained and sold, and by these presents doth grant, bargain and sell, unto the said *Edmund Gale*, and *Joseph Gale*, and the heirs of the said *Joseph Gale*, all that messuage, tenement or farm, with the out-houses, edifices, buildings, yards, gardens, and appurtenances thereunto belonging, and also all those several closes, inclosures, and parcels of ground to the said messuage or tenement belonging or appertaining, or therewith occupied and enjoyed, containing together, by estimation, — acres, or thereabouts, hereinafter particularly mentioned (that is to say) one close of pasture ground adjoining to the said messuage or tenement, containing by estimation, one acre and two perches, or thereabouts, and all those several pieces or parcels of land lying dispersedly in — a.

foresaid, hereinafter particularly mentioned, that is to say, &c. and all other the freehold messuages, lands, tenements, and hereditaments whatsoever, or him the said *Thomas Hall*, or whereof or wherein, he or any other person or persons in trust for him have or hath any estate of freehold or inheritance in possession, reversion, remainder or expectancy, situate, lying and being in ———— aforesaid, and all woods, underwoods and trees, and the ground and soil thereof, pastures, feedings, common ways, water, water-courses, profits, commodities, emoluments, easements, and appurtenances whatsoever, to the said messuage, farm, lands, tenements, hereditaments and premises mentioned, to be hereby bargained and sold, or any of them belonging, or in any wise appertaining, or accepted, reputed, taken, or known as part or parcel or member of them, or any of them, or with them or any of them respectively, used, occupied, possessed or enjoyed, and the reversion and reversions, remainder and remainders, rents, issues, and profits of all and singular the said premises, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, inheritance, benefit, property, claim, and demand whatsoever of him the said *Thomas Hall*, of, in, and to the same premises, and every or any part or parcel thereof. To have and to hold the said messuages, lands, tenements, hereditaments, and premises herein before mentioned to be hereby bargained and sold, and every part and parcel thereof, with their and every of their appurtenances unto the said *Edmund Gale* and *Joseph Gale*, and the heirs of the said *Joseph Gale*, Nevertheless as to the estate and interest of the said *Joseph Gale* and his heirs, in trust for the said *Edmund Gale*, his heirs and assigns for ever. And the said *Thomas Hall* doth hereby promise and grant for himself and his heirs that he the said *Thomas Hall* and his heirs, the said messuages, lands, tenements, and all and singular other the premises herein before mention-

ed to be hereby bargained and sold, and every part and parcel thereof, with their and every of their appurtenances unto the said *Edmund Gale* and *Joseph Gale*, and to the heirs of the said *Joseph Gale*, in trust as aforesaid against him the said *Thomas Hall* and his heirs, and against all and every other person or persons whomsoever, shall and will warrant and ever defend by these presents. In witness, &c.



Bill.

Single.

Know all men by these presents, that I *Abner Bobb*, of —, do acknowledge myself to owe and be indebted unto *Robert Tracy*, of —, the sum of —, lawful money of the *United States*, to be paid to the said *Robert Tracy*, his executors, administrators or assigns, upon the — day of — next ensuing the date hereof; to which payment well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents. In witness, &c.


Penal.

This bill bindeth me *Adam Boon*, of —, in the sum of *two hundred* dollars, to be paid unto *John Young*, his certain attorney, executors, administrators or assigns, on or before the — day of —, which will be in the year —, together with lawful interest for the same: For the true payment whereof, I do

bind myself my heirs, executors and administrators, and every of them, unto the said *John Young*, his executors, administrators, and assigns, in the penal sum of *four hundred* dollars. In witness, &c.

Judgment.

This bill bindeth me *Adam Bird*, of —, in the sum of *one hundred* dollars, to be paid unto *Conrad Doe*, his certain attorney, executors, administrators or assigns, on or before the — day of —, which will be in the year —, together with lawful interest for the same: for the true payment whereof, I do bind myself, my heirs, executors and administrators, and every of them, unto the said *Conrad Doe*, his executors, administrators and assigns, in the penal sum of *two hundred* dollars. And further I do hereby empower any attorney of any of the courts of record of this state, or elsewhere, to appear for me, and after one or more declarations filed for the above penalty, thereupon to confess judgment or judgments against me, as of last, next, or any other subsequent term, with stay of execution till the said — day of —, in the year — and release of errors. In witness, &c.

 This power to confess judgment, may also be added after a common bond.

Of Credit.

This present writing witnesseth, that I, *Richard Cox*, of —, *merchant*, do promise and undertake to and with *John Fox*, of —, *merchant*, his executors and administrators, that if he deliver unto *Curtis Roe*, or any of his assigns, to his use, any sum or sums of money, amounting to the sum of — dollars, or under, and

shall take in my name a bill under the hand and seal of the said *Curtis Roe*, confessing and showing the certainty thereof; that then I, my executors or administrators, having the same bill delivered to me or them, shall immediately upon the receipt of the same, pay or cause to be paid unto the said *John Fox*, his executors, administrators or assigns, all such sums of money as shall be contained in the said bill; for which payment in manner and form aforesaid, well and truly to be made, I bind myself, my heirs, executors and administrators, by these presents. In witness, &c.

Of Exchange.

Philadelphia, 1st January, 181—.

Exchange dls. 100.

Sir,

Fifteen days after sight pay to *John Dun*, or order, this my first bill of exchange for *one hundred* dollars, (the second of the same tenor and date not being paid), for value received, as advised by

Your most obedient servant;

Timothy Needy.

To *Mr. Charles Slack.*

Bill of Sale.

Of Goods.

Know all men by these presents, That I, *Peter Stone*, of —, merchant, for in consideration of the sum of *nine hundred* dollars to me in hand paid by *Isaac Leek*, of the same place, at and before the enclosing and deli-

very of these presents, the receipt whereof is hereby acknowledged, have bargained, sold and delivered, and by these presents do bargain, sell and deliver, unto the said *Isaac Leak*, [*here insert the goods sold*]: To have and to hold the said [*goods*], unto the said *Isaac Leak*, his executors, administrators and assigns, to his and their own proper use, benefit, and behoof, for ever. And I, the said *Peter Stone*, my heirs, executors and administrators, the said bargained premises unto the said *Isaac Leak*, his executors, administrators and assigns, from and against all person and persons whomsoever, shall and will warrant, and for ever defend, by these presents. In witness whereof, &c.

Of Land.

Know all men by these presents, That I, *Adam Bird*, of —, for and in consideration of the sum of —, to me in hand paid by *Caleb Dick*, of —, at and before the enfeoffing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and confirmed; and by these presents, do grant, bargain, sell, release and confirm unto the said *Caleb Dick*, his heirs and assigns, all my estate, right, title, interest, property, claim and demand, whatsoever, of, in, to, or out of a certain tract or parcel of land, situate in —, containing *three hundred* acres, or thereabouts, be the same more or less, surveyed, or intended to be surveyed, by virtue of a warrant for the same, bearing date the —, Together with all and singular the rights, members, and appurtenances thereunto belonging; and the reversions and remainders, rents, issues and profits thereof; and together with the said warrant, and all benefit and advantage thereof, to have and to hold the said tract of land, and premises, hereby bargained and sold, or mentioned, or

intended so to be, with the appurtenances, unto the said *Caleb Dick*, his heirs and assigns, to the only proper use and behoof of the said *Caleb Dick*, his heirs and assigns for ever : And the said *Adam Bird*, and his heirs, the said hereby granted premises, unto the said *Caleb Dick*, his heirs and assigns, against him the said *Adam Bird*, and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim by, from, or under him, them, or any of them, shall and will warrant, and for ever defend, by these presents. In witness, &c.

Of Goods and Chattels.

Know all men by these presents, that I *Abner Box*, of —, in consideration of *five hundred* dollars, to me in hand paid by *Caleb Dick*, of —, at and before the sealing and delivery of these presents, the receipt whereof I do hereby acknowledge, have granted, bargained, sold and confirmed, and by these presents do grant, bargain, sell and confirm unto the said *Caleb Dick*, all the goods, household stuff, and implements of household, and all other goods and chattels whatsoever mentioned in the schedule hereunto annexed, now remaining and being in — : To have and to hold all and singular the said goods, household stuff, and implements of household, and every of them, by these presents granted, bargained, sold and confirmed unto (the only proper use and behoof of) the said *Caleb Dick*, his executors, administrators and assigns for ever, freely, quietly, peaceably and entirely, without any contradiction, claim, disturbance, or hindrance of any person whatsoever, and without any account to me, or to any other whatsoever, to be made, answered, or hereafter to be rendered; so that neither I the said *Abner Box*, nor any other for me, or in my name, ought to exact, chal-

lunge, claim or demand, at any time or times hereafter, any right, title, interest or demand, of, in, to or for the said goods, household stuff, and implements of household, or any part or parcel thereof, but from all action, right, title, estate, claim, demand, possession, and interest thereof, shall be wholly barred and excluded, by force and virtue of these presents. And I the said *Abner Box* for myself, my executors and administrators shall and will warrant and for ever defend all and singular the said goods and household stuff unto the said *Caleb Dick*, his executors, administrators and assigns, against me the said *Abner Box*, my executors, administrators and assigns and against all and every other person and persons whatsoever, of which goods, household stuff, implements of household, and all other goods and chattels whatsoever mentioned in the schedule hereunto annexed, I the said *Abner Box*, have put the said *Caleb Dick*, in full possession, by delivering him *one dozen silver spoons*, in the name of all the said goods and chattels, at the sealing and delivery hereof. In witness, &c.

Sealed and delivered, and livery and seisin of the goods and premises above bargained and sold, delivered by the said *Abner Box*, giving and delivering to the said *Caleb Dick*, *one dozen silver spoons*, in the name of the whole goods and premises, in the presence of, &c.

Or livery and seisin may be endorsed thus :

Memorandum : The day and year first within written, livery and seisin of the goods and premises within bargained and sold, was delivered by the said *Abner Box*, to the said *Caleb Dick*, by the said *Abner Box's* giving and delivering to the said *Caleb Dick*, *one dozen silver spoons*, in the name of livery and seisin of the

whole goods and premises within mentioned, in the presence of us.

Of a Part of a Ship.

To all to whom these presents shall come, I *Abel Bruce*, of —, send greeting. Know ye, that I *Abel Bruce*, for and in consideration of the sum of *two thousand* dollars, to me in hand paid by *Charles Doe*, the receipt whereof is hereby acknowledged, have granted, bargained, sold and confirmed, and by these presents, do grant, bargain, sell and confirm unto the said *Charles Doe*, his executors, administrators and assigns for ever, the one full eighth part of the ship, called the *Neptune*, of the port of *Philadelphia*, in the county of *Philadelphia*, of the burthen of *three hundred* tons, or thereabouts, and whereof one *Rufus Green*, is at present master, now lying and being in *Philadelphia*, together with one full eighth part of all the masts, sails, sail yards, anchors, cables, ropes, cords, boats, oars, pieces of ordnance, guns, gunpowder, shot, tackle, apparel, ammunition, provision and furniture to the said ship belonging or appertaining: To have and to hold the said eighth part of the said ship, and all other the premises hereby bargained and sold, with their and every one of their appurtenances, and every part and parcel thereof, unto the said *Charles Doe*, his executors, administrators and assigns for ever, as his and their own proper goods, and to his and their own proper use and uses for ever. And I the said *Abel Bruce*, do for myself, my heirs, executors and administrators, covenant, grant and agree, to and with the said *Charles Doe*, his executors and assigns by these presents, that I the said *Abel Bruce*, at the time of sealing and delivery hereof (notwithstanding any act or thing done by me to the contrary) am the true and lawful owner and proprietor

of the said eighth part of the said ship and premises, hereby granted, with the appurtenances, and have full power and lawful authority notwithstanding such act or thing as aforesaid, to grant and convey the said eighth part of the said ship and premises hereby mentioned to be granted, with the appurtenances, unto the said *Charles Doe*, his executors, administrators and assigns, in manner and form aforesaid : And that it shall and may be lawful to and for the said *Charles Doe*, his executors, administrators and assigns, from time to time, and at all times hereafter, quietly and peaceably to have, hold and enjoy the said eighth part of the said ship, and all other the premises hereby granted, with the appurtenances, without any let, molestation, disturbance or denial of me, the said *Abel Bruce*, my executors, administrators or assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim, from, by, or under me, them, or any of us, [*except, &c.*] [*free from incumbrances.*] In witness, &c.

Of Goods Distrained for Rent.

This indenture made the — day of —, between *Noah Cuts*, (*the landlord*) of —, *John Roe*, *sheriff* of —; *David Cone*, of —; and *Henry Rich*, of —, of the one part : and *John Snow*, of —, and *Titus Slack*, of —, of the other part, witnesseth, That it is affirmed by the said *Noah Cuts*, and testified by the said *David Cone*, upon his oath, sworn before the said *sheriff*, that on the *first* day of *May* last past, the said *Noah Cuts*, in the presence of the said *David Cone*, did enter into a messuage and lands, called *South Farms*, in the county of *Berks*, and for one hundred and eighty dollars of rent, on the *first* day of *October* last past, due to him the said *Noah Cuts*, from *Samuel Frazer*, upon a demise, whereby the said *Samuel Fra-*

zer held the said farm of the said *Noah Cuts*, and did distrain there, and found the goods and chattels following, viz. [*Insert the goods distrained.*] And it is further testified by the said *David Cone*, and also by *John Fee* and *Henry Rice*, upon their oaths, sworn before the said *sheriff*, that after such distress taken, to wit, on the *sixth* day of *May* last past, the said *Noah Cuts*, did, at the chief mansion house of the said farm, and at sundry other places in the said county, give public notice, of the said distress, and the cause thereof, and a note thereof in writing, expressing the particulars of the said goods and chattels distrained, and of the said rent for which the same were distrained, did then and there deliver unto *Elizabeth*, daughter of the said *Samuel Frazer*, and the said *David Cone*, *John Fee*, and *Henry Rice*, upon their oaths aforesaid, have truly appraised all the said goods and chattels distrained, at — — dollars. And this indenture witnesseth, that the said goods and chattels being yet unreplevied, the said *Noah Cuts* with the sheriff aforesaid, for and in consideration of — — dollars, being the best price that can be gotten for the said goods and chattels, by the said *John Snow* and *Titus Slack*, paid to the said *Noah Cuts*, towards satisfaction of the said rent of *one hundred and eighty* dollars, for which the said goods and chattels were distrained, Have bargained and sold, and by these presents do bargain and sell unto the said *John Snow* and *Titus Slack*, all the goods and chattels heretofore mentioned, to be distrained as aforesaid. To hold unto the said *John Snow* and *Titus Slack*, as their only proper goods and chattels forever. In witness, &c.

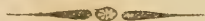
What is necessary to be done to constitute a good Bill of Sale.

A. is indebted to *B.* and *C.* in a considerable sum of money, and is willing to secure the same by warrant of

attorney, or execution to be thereupon sued out, or a bill of sale of his effects, with delivery of the immediate possession.

Qu. Will a bill of sale be as effectual as an execution, and as *A.* does now, and will after possession delivered, appear publicly, can a statute supercede proceedings in either of these cases? Pray advise which is the properest, and whether by reason of the expense of the sheriff's fees, a bill of sale will not be as good against other claims as an execution.

If possession be fairly delivered immediately, I think a bill of sale the safest and best way, and if *A.* appears publicly at the time of the execution of the bill of sale, and has committed no act of bankruptcy before; to be sure the bill of sale made for a valuable consideration, will be good notwithstanding any commission of bankruptcy that may be afterwards taken out. See *1 Williams's Precedents*, 287.



Bond. (See Condition.)

DEF. A bond or obligation is a deed in writing, whereby one man binds himself to another to pay a sum of money, or to do or suffer some other thing.

He that makes this deed is called the *obligor*, and he to whom it is made is called the *obligee*.

An obligation is sometimes simple or single, i. e. when it is to pay a sum of money or to do some other

thing, and when it is without any defeasance or condition in or annexed to it, which also is sometimes with a penalty, called a penal bill, and sometimes without a penalty : and this is that which is most properly called an obligation, and sometimes also it is called a single bill, or single bond ; and sometimes it is double or conditional ; which is when it is attended by and accompanied with a condition ; and then it is said to be a bond containing a penalty, with condition to pay money, or to do or suffer some act or thing. See. And this condition is sometimes called a defeasance, and then especially when it is as sometimes is the case in another deed or instrument ; for most commonly it is inserted in the same deed wherein the obligation, being the other part of it, is contained. And then also it is either subscribed under the obligation, or included within the body of it, or inserted upon the back of it. And in either case if the condition be performed, the penalty is saved, if not, the penalty is forfeited.

Although the best manner and form of an obligation is that which is most usual, yet any words in a writing sealed and delivered, whereby a man proves and declares himself to have another man's money, or to be indebted to him, will make a good obligation ; and therefore if a man by deed says but this : “ Memorandum, that I *A. B.* of —, do owe to *C. D.* of —, *one hundred* dollars, to be paid the *first* day of *May* next.” Or, “ Memorandum, that I *A. B.* of —, have had of *C. D.* of —, *one hundred* dollars, of which there is *fifty* dollars behind, (or, of which I owe to him *fifty* dollars).” All these and such like are good obligations.

The condition of an obligation may be either in the same or in another deed, and it may be indorsed on the back of the obligation, subscribed under it, or contained within it ; but the best way to make it is the usual

way, viz. “ The condition of this obligation is such, &c. and yet if it be otherwise it may be good ; for if an obligation be made from *A.* to *B.* and on the back of the same these words are indorsed : (that whereas the within bounden *A.* is bound to *B.* in *one hundred* dollars, yet *B.* willeth and granteth, that if *A.* pays to *B.* *fifty* dollars on or before the — day of —, that then the obligation shall be void;) this is a good condition.

The condition of an obligation may be to do any lawful or possible thing, as to pay money, deliver goods or cattle, acknowledge a statute, enter into an obligation, make a release, sell an estate, surrender an estate, make reparations, for quiet enjoying, to free harmless, to defend a title, to perform covenants, to abide by an award, to perform a will, to give so much land or money in legacy, to purchase lands, to appear in court, to marry another, not to sue, not to meddle with any executorship, not to revoke a letter of attorney, not to be surety, not to play at cards or dice, or any such thing ; and such a condition is good. So also it seems a condition that a man shall not sell his goods, is good. But when the matter or thing to be done by the condition is unlawful or impossible, or the condition itself is repugnant, insensible or uncertain, the condition is void, and in some places the obligation also.

A single obligation is always taken most in advantage of the obligee and against the obligor ; but it is otherwise of the condition of an obligation ; for this is always taken most in advantage of the obligor and against the obligee.

The condition of an obligation, when it is doubtful, is always taken most favorably for the obligor in whose advantage it is made, and most against the obligee, yet so as an equal and reasonable construction be made ac-

according to the minds of the parties, although words found to a contrary understanding.

If something be by condition to be done, and it is set down indefinitely, and not set down who shall do it, if the obligee has more skill to do the thing than the obligor, it shall be done by him, otherwise it shall be done by the obligor; as if a taylor be bound to me in an obligation, with condition, that if I bring him three yards of cloth, which shall be measured and shap'd; and if he makes me a cloak of it, &c. and it is not said by whom it shall be shap'd, this must be done by the taylor.

If the condition of an obligation be to pay money, or to do any other transitory act to the obligee himself, and no time is set for the doing thereof, but a place only; this regularly must be done in convenient time, and that without request.

If the condition of an obligation be to pay money, or to do any like transitory act to the obligee, on a day certain, but no place is set down where it shall be done: in this case it must be done to the person of the obligee wherever he be; and for this purpose the obligor must at his peril seek out the obligee, if he be in the state, otherwise the obligation is forfeited; but if the obligee be not within the state at the time when the thing is to be done, he is not bound to seek him; so neither is the obligation forfeited for not doing of the thing; but when the thing the party is bound by the condition to do is local, he is not bound to go any further or to any other place but the place itself; and therefore if the condition be to make a feoffment of a piece of land, the party that is bound to do it is not bound to go to any other place but to the piece of land to do it.

If the condition be to deliver one hundred bushels of wheat on such a day to the obligee, and no place is

set down where it shall be delivered ; in this case it is sufficient if the obligor, when the wheat is ready, gives notice thereof to the obligee, and desires him to appoint a place whereunto the obligor may bring it, and if he refuses to appoint a place, it is at his own peril ; or the obligor may bring the wheat to the house of the obligee, (and this is the safest way) and if the obligee refuses it, the condition is performed, and the obligation is discharged.

If the condition be, to deliver me a horse, and the obligor tenders the horse to me, and I refuse him, hereby the condition is performed, and so in all such like cases where the obligor is to do any collateral thing, as to stand to an award or the like ; if the obligor offers to do it, and the obligee refuses, the condition is performed, and the obligation is discharged forever.

If the condition be to pay money at a day certain, and the obligor pays a little before night, time enough for the receiver to see and number his money by daylight ; this is a good performance of the condition. And if the condition be to pay money by or before a day ; payment the last instant of the day before, is a sufficient performance of the condition

If the condition be to pay money at a day and place certain, and the obligor tenders it at the time and place, and the obligee is not ready to receive it ; or, being ready, refuses to receive it ; this is a good performance of the condition to save the forfeiture of the obligation : and yet if the obligor be afterwards sued for this money, he must say in his pleading that he is still ready to pay it, and he must tender it in court.

If the condition be, that the obligor shall marry the daughter of the obligee by a day, and he tenders himself, and she refuses ; in this case the obligation is forfeited notwithstanding this tender and refusal.

If an obligation that is single be not performed, as when it is to pay money at a day, and money is not paid, the obligation is broken; but if a man be bound by an obligation to pay money at several days, the obligation is not forfeited, nor can be sued until all the days be past. And yet if the condition of an obligation be, to pay money at several days, and the obligor fails to pay the money the first day; in this case the obligee may sue for the money due by the obligation presently.

If the condition be, to pay money to me at a day and place certain, and the money is not tendered at the time and place, although there be nobody ready to receive it, if it be tendered; yet the condition is broken.

If the condition be, to pay money to me at a day and place, and I seeing him go to the place to pay the money, desire him to forbear, and thereupon he does so, and does not pay it, the obligation is forfeited, and this will not excuse. But if I do violently and actually detain and hinder him so that he cannot pay it, this will excuse him.

If the condition be, to pay me the rent reserved on such a lease at the times limited by the lease, and it be not paid accordingly; hereby the condition is broken although I do never demand the rent.

Upon a bond for performance of covenants, &c. the obligee shall recover no more in equity than he is really damnified by the breach of covenants; but in an action at law the whole penalty of the bond shall be recovered from the obligor.

And chancery gives relief against the penalty of a bond, and though the principal, or interest, or damages sustained exceed the penalty, yet the obligee shall not recover beyond the penalty.

For where an obligee is plaintiff, a court of equity will not carry the debt beyond the penalty, because he has chosen his own security; but it is otherwise as to the obligor; for he who seeks equity must do it. And therefore where the plaintiff came to be relieved against the penalty of a bond, though it was so decreed, yet it was on the payment of principal, interest and costs; and though they exceeded the penalty, yet the decree was affirmed in the house of Lords.

If a bond be taken away fraudulently, and cancelled, the obligee shall have the same benefit thereby as if it had not been cancelled.

So when an obligee loses his bond, he shall have his remedy against the obligor in equity.

And when a bond is lost, the money may be recovered of a surety, on proof that he had sealed and entered into the bond.

If a man is under *duress of imprisonment*, (i. e. a compulsion by an illegal restraint of liberty), until he seals a bond or the like, he may allege this duress, and avoid the extorted bond. But if a man be lawfully imprisoned, and either to procure his discharge or on any other fair account, seals a bond or a deed, this is not by duress of imprisonment; and he is not at liberty to avoid it.

Common Form.

Know all men by these presents, that I *Abel Bond*, of *Maytown*, in the county of *Lancaster*, am held and firmly bound unto *Betsy Allworthy*, of *Middletown*, in the county of *Dauphin*, in the sum of ——— dollars, of good and lawful money of the United States, to be paid to the said *Betsy Allworthy*, or her certain attorney,

executors, administrators or assigns; to which payment well and truly to be made and done, I do bind myself, my heirs, executors and administrators, and every of them, firmly by these presents: Sealed with my seal, dated the — day of — Anno Domini —;

The condition of this obligation is such, That if the above bound *Abel Bond*, his heirs, executors, administrators, or any of them, shall and do well and truly pay or cause to be paid, unto the above named *Betsy Allworthy*, her executors, administrators or assigns, the just and full sum of — of lawful money aforesaid, with legal interest for the same, on or before the — day of —, without fraud or further delay, then this obligation to be void and of none effect, or else to be and remain in full force and virtue.*

From two to one.

Know all men by these presents, that we *Amos Bond*, of —, and *Caleb Doe*, of —, are held and firmly bound to *Eli Fox*, of —, in the sum of — of good and lawful money of the United States, to be paid to the said *Eli Fox*, or his certain attorney, executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, and each of us, by himself, [*if one of the obligors be a woman, write thus, viz. by him and herself*] for and in the whole, our heirs, executors and administrators, and each of us,

* By adding the following after "virtue" it becomes a judgment bond:—"And further, I do hereby empower any attorney of any of the courts of record of this state, or elsewhere, to appear for me, and after one or more declarations filed for the above penalty, thereupon to confess judgment or judgments against me, as of last, next, or any other subsequent term, with stay of execution till the said — day of —, in the year —, and release of errors."

firmly by these presents : Sealed with our seals, dated, &c.

The condition of this obligation is such, That if the above bound *Amos Bond*, and *Caleb Doe*, or either of them, their or either of their heirs, executors or administrators, do and shall well and truly pay or cause to be paid, to the said *Eli Fox*, his executors, administrators or assigns, the full sum of —, lawful money aforesaid, with legal interest for the same, on or before the — day of —, which shall be in the year of our Lord —, then &c. [*as in the preceding.*]

From three to one.

Know all men by these presents, that we *Amos Boal*, of —, *Caleb Doe*, of —, and *Enoch Fen*, of —, are held and firmly bound to *Giles Hodge*, of —, in the sum of — dollars, to be paid to the said *Giles Hodge*, or his certain attorney, executors, administrators or assigns ; to which payment well and truly to be made, we bind ourselves, and every one of us, by himself, [*but if a female be an obligor, than as in the last*] for and in the whole, our heirs, executors and administrators, and every of us, firmly by these presents : Sealed, &c.

The condition of this obligation is such, That if the above bound *Amos Boal*, *Caleb Doe* and *Enoch Fen*, or either, or any of them, their, or either, or any of their heirs, executors or administrators, do and shall, &c.

From one to two.

Know all men by these presents, that I *Amos Bend*, of —, am held and firmly bound to *Caleb Doe*, of

——, and *Eli Fen*, of ——, in the sum of —— of good and lawful money of the United States, to be paid to the said *Caleb Doe*, and *Eli Fen*, or one of them, or to their certain attornies, executors, administrators or assigns; to which payment, well and truly to be made, I bind myself, &c.

The condition of this obligation is such, That if the above bound *Amos Bond*, his heirs, executors or administrators, do and shall well and truly pay or cause to be paid to the above named *Caleb Doe* and *Eli Fen*, or either of them, their or either of their executors, administrators or assigns, the full sum of, &c. Then, &c.

From three to three.

Know all men by these presents, that we *Amos Box*, of ——, *Charles Trill*, of ——, and *Enoch Fries*, of ——, are held and firmly bound to *George Hay*, of ——, *Isaac King*, of ——, and *Leonard Miller*, of ——, in the sum of —— dollars, to be paid to the said *George Hay*, *Isaac King*, and *Leonard Miller*, or some of them, or their certain attornies, executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, and every of us by himself, for and in the whole, our heirs, executors and administrators, and every of them, firmly by these presents. Sealed, &c.

From several, Male and Female.

Know all men by these presents, that we *Benjamin Bloom*, of ——, bookseller; *William Bloom*, of ——, gentleman; *Richard Green*, of ——, ironmonger; *Grant Hewitt*, of ——, merchant; *Edmund Gale*, and *Joseph Gale*, of ——, distillers and partners;

Henry Gale, of —, *grocer* ; *George Fort*, of —, *batter* ; *Henry Leach*, of —, *merchant* ; *William Lissot the younger*, of —, *gentleman* ; the reverend *Hugh Thomas*, of —, *doctor in divinity* ; *Sarah Smith*, of —, *spinster* ; and *Mary Isaac*, of —, *widow*, are held and firmly bound to *Thomas Bloom*, of —, *ironmonger*, in *five thousand* dollars, of good and lawful money of the United States, to be paid to the said *Thomas Bloom*, or his certain attorney, executors or administrators ; for the true payment whereof, we bind ourselves, and every of us, by himself and herself, for the whole and every part thereof, our and every of our heirs, executors and administrators, and every of them firmly by these presents. Sealed with our seals, and dated the —.

For the Payment of Money by a Corporation.

The president, managers and company of the — turnpike road, do hereby acknowledge to have received of *Aaron Awl*, *one thousand* dollars, lawful money of the United States, which the said company promise to repay to the said *Aaron Awl*, his executors, administrators or assigns, with interest for the same from the date hereof, after the rate of six dollars for one hundred dollars by the year, at —, on three months notice to be given in writing, either by the said company, to the said *Aaron Awl*, his executors, administrators or assigns ; or by the said *Aaron Awl*, his executors, administrators or assigns, to the said company's clerk at — : For the true payment whereof, in manner aforesaid, the said company do hereby bind themselves, and their successors, in the penal sum of *two thousand* dollars, money aforesaid. In witness whereof, the said

company have caused their common seal* to be hereunto affixed, this — day of —.

Bond with Warrant of Attorney to confess Judgment.

Know all men by these presents, that I *Titus Baum*, of —, in the county of —, and commonwealth of —, am held and firmly bound unto *Samuel Quigly*, of —, in the sum of — dollars, to be paid to the said *Samuel Quigly*, or his certain attorney, executors, administrators or assigns; to which payment well and truly to be made and done, I do bind myself, my heirs, executors and administrators, and every of them, firmly by these presents: Sealed with my seal, dated the — day of —.

The condition of this obligation is such, That if the above bound *Titus Baum*, his heirs, executors, administrators, or any of them, shall and do well and truly pay or cause to be paid, unto the above named *Samuel Quigly*, his executors, administrators or assigns, the just and full sum of — dollars, with legal interest for the same, on or before the — day of —, without

* A corporation being an invisible body, cannot manifest its intentions, by any personal act or oral discourse; it therefore acts and speaks only by its common seal, and by its corporate name.

A corporation cannot be executor or administrator, or perform any personal duties; for it cannot take an oath for the due execution of the office. It cannot be seized of lands to the use of another; for such kind of confidence is foreign to the end of its institution. An aggregate corporation (i. e. consisting of many persons united together into one society) may take goods and chattels for the benefit of themselves and their successors, but a sole corporation (i. e. consisting of one person only) cannot; for such moveable property is liable to be lost or embezzled, and would raise a multitude of disputes between the successor and executor, which the law is careful to avoid. 1 *Blac.* 507, &c.

fraud or further delay, then this obligation to be void and of none effect, or else to be and remain in full force and virtue.

To *Abner Lyle*, esquire, attorney of the court of common pleas at —, in the county of —, in the commonwealth of —, or to any other attorney of the said court, or of any other court elsewhere.

Whereas I, *Titus Baum*, of —, by a certain obligation bearing even date herewith, do stand bound unto *Samuel Quigly*, of —, in the sum of — [*penalty*] conditioned for the payment of — [*real debt*] These are to desire and authorize you or any of you, to appear for me, my heirs, executors, or administrators, in the said court, or elsewhere, in an action of debt there or elsewhere brought, or to be brought, against me, my heirs, executors, or administrators, at the suit of the said *Samuel Quigly*, his executors, administrators or assigns, on the said obligation, as of any term, or time past, present or any other subsequent term or time, there or elsewhere to be held, and confess judgment or judgments thereupon against me, my heirs, executors, or administrators, for the said sum of —, [*penalty*], debt, besides costs of suit, by *non sum informatus, nihil dicit*, or otherwise, as to you shall seem meet : and for your, or any of your so doing, this shall be your sufficient warrant. And I do hereby for myself, my heirs, executors, and administrators, remise, release and forever quit claim unto the said *Samuel Quigly*, his certain attorney, executors, administrators and assigns, all and all manner of error and errors, misprisions, misentries, defects and imperfections whatever in the entering of the said judgment, or judgments, or any process or proceedings thereon, or thereto, or in any wise touching or concerning the same. In witness whereof I have hereunto set my hand and seal the — day of —, Sealed and delivered, &c.

Bail Bond to Sheriff.

Know all men by these presents, that we *Ezra Hyde*, of —, and *John Keim*, of —, are held and firmly bound unto *Levi Man*, esq. high sheriff of the county of *Greene*, in the sum of — dollars, to be paid to the said sheriff, or to his certain attorney, executors, administrators or assigns; to which payment well and truly to be made, we do bind ourselves and each of us for and in the whole, our and each of our heirs, executors, and administrators, jointly and severally by these presents. Sealed with our seals and dated the — day of —.

The condition of this obligation is such, That if the above bounden *Ezra Hyde*, shall be and appear before the judges of the court of common pleas, to be held at — in and for the county aforesaid, the — day of — next, then and there to answer *Nathan Old*, of a plea, that &c. [*pursue the words, or set forth the substance of the writ*] then this obligation to be void and of none effect, or else to be and remain in full force and virtue.

Sealed and delivered
in the presence of

A. B.

C. D.

Ezra Hyde, * * * * *
* Seal *

John Keim, * * * * *
* Seal *

Bail Bond to Constable.

We *Adam Bend*, [*the defendant*] and *Caleb Doe*, [*the surety*] are held and firmly bound unto *Enoch Feltz*, constable of the township of —, in the sum of —,† on condition that the said *Adam Bend* shall be and appear before *John Peacemaker*, esquire, justice of

† The justice should indorse upon the warrant or capias the sum required, to be taken, which ought to be sufficient to cover the debt, interest and costs.

peace in the township of —, on the — day of —, to answer unto *Thomas Troublesome*, in a plea of —. Witness our hands and seals the — day of —.

Replevin Bond by Plaintiff.

Know all men by these presents, that we *Minor Vincent*, of —, and *Titus Lamb*, of —, are held and firmly bound unto *Lucas Man*, esq. high sheriff of the county of —, in the sum of *two hundred* dollars, to be paid to the said sheriff, or to his certain attorney, executors, administrators or assigns; to which payment well and truly to be made, we do bind ourselves, and each of us, for and in the whole, our and each of our heirs, executors, and administrators, jointly and severally by these presents. Sealed with our seals, and dated the —.

The condition of this obligation is such, That if the above bounden *Minor Vincent*, shall be and appear before the judges of the court of common pleas, to be held in and for the county aforesaid, the — day of — next, then and there to prosecute his suit with effect, and without delay, against *Noah Nidig*, for taking and unjustly detaining his goods and chattels, to wit, *one red cow*, and *two sheep*, of the price of — lawful money, &c. [or, *one bed*, *one chest*, &c. of the value of —] and also make return of the said goods and chattels, if return thereof shall be adjudged by law, and also save and keep harmless the said sheriff touching the replevying the goods and chattels aforesaid, then the above obligation to be void and of none effect, or else to be and remain in full force and virtue.


☞ This bond is to be taken from the plaintiff in the replevin, and one responsible person as surety, in double the value of the goods distrained, before it is served upon the defendant. See *Read's Dig.* 204.

Replevin Bond by Defendant.

Know all men by these presents, that we *George Hains*, of —, and *Caleb Doe*, of —, are held and firmly bound unto *Ensch Fairplay*, esquire, high sheriff of the county of *Berks*, in the sum of *three hundred* dollars, to be paid to the said sheriff, or to his certain attorney, executors, administrators or assigns; to which payment well and truly to be made, we do bind ourselves, and each of us, for and in the whole, our and each of our heirs, executors and administrators, jointly and severally by these presents. Sealed with our seals, and dated the — day of —, Anno Domini —.

Whereas a writ of replevin wherein *Abel Bond*, is plaintiff, and *George Hains* defendant, hath issued out of the court of common pleas, in and for the county of *Berks*, and is made returnable upon the — next, for *one bay gelding*, of the price of — dollars, which the said *George Hains* doth unjustly detain, as it is said. And whereas the said *George Hains*, doth plead property in the said *bay gelding*, by reason whereof the same cannot be given up under the said writ.

Now the condition of the above obligation is such, That if the said *George Hains*, shall be and appear at the county court of common pleas, to be held at *Reading*, in and for the said county, upon the — next, then and there to defend and make good his claim to the said *bay gelding*, and shall make return of the said *bay gelding*, if return thereof shall be adjudged by law, and shall also save, keep harmless and indemnify the said sheriff in the premises, then this obligation to be void and of none effect, or else to be and remain in full force and virtue.

 This bond is to be given by the defendant, and applies to the practice in Pennsylvania, where reple-

vins issue whenever a plaintiff claims goods in the possession of another. In England, most cases of replevin are founded on previous distresses for rent; and it is even said in some books, that it lies in no other. In such replevins, property cannot be pleaded by the defendant, but must be given up to the plaintiff. Of course, this kind of bond is not required. See 1 *Dall. Rep.* 156.

Bond of Sheriffs.

Know all men by these presents, that we *Abel Bond, Caleb Doe* and *Enos French*, are held and firmly bound unto the commonwealth of *Pennsylvania*, in the sum of ——— dollars, to be paid to the said commonwealth, for the uses, intents and purposes declared and appointed, in and by an act, entitled, “An act directing sheriffs and coroners to give sufficient sureties for the faithful execution of their official duties, and for other purposes,” to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated the ——— day of ———, in the year of our Lord, one thousand eight hundred and ———.

The condition of the above obligation is such, That if the said *Abel Bond*, after he shall be duly commissioned sheriff of the county of ———, for the term of ———, from and after the second Tuesday of October in the year last aforesaid, shall and do without delay according to law, well and truly serve and execute all writs and process of the said commonwealth to him directed, and shall and do from time to time upon request to him for that purpose made, well and truly pay or cause to be paid to the several suitors and parties interested in the execution of such writs or process, their lawful attor-

nies, factors, agents or assigns, all and every sum and sums of money to them respectively belonging, which shall come to his hands, and shall and do from time to time, and at all times during his continuance in the said office of sheriff, well and faithfully execute and perform all and every of the trusts and duties to the said office appertaining, then this obligation to be void, or else to be and remain in full force and virtue.

The sum required of the different sheriffs will be found in the law from which the above form is taken. The coroner of each county before he shall execute any of the duties of his office, shall become bound in a similar obligation, with at least two sufficient sureties, in like circumstances in one fourth of the sum which is required from the sheriff of the same county, "that he will well and truly perform all and singular the duties to the said office of coroner appertaining." See *V Acts*, 497.

Bond of Constables.

Know all men by these presents, that we *Thomas Giles* of —, and *John Udrie*, of —, are held and firmly bound unto the commonwealth of *Pennsylvania*, in the sum of *one thousand* dollars, to be paid to the said commonwealth; to which payment well and truly to be made, we do bind ourselves, and each of us, jointly and severally, for and in the whole, our and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated the — day of —.

Whereas the said *Thomas Giles*, hath been duly elected and returned to the court of quarter sessions of the peace in and for the county of — by the inhabitants of the township of —, in said county, as consta-

ble for said township, for the ensuing year, and his said election being confirmed by the said court: Now the condition of this obligation is such, That if the said *Thomas Giles*, shall and do well and truly serve and execute all writs and process to him directed, without delay and according to law, and shall and do from time to time upon request to him for that purpose made, well and truly pay or cause to be paid, to the several suitors and parties interested therein, their lawful attorneys, factors, agents and assigns, all and every sum and sums of money, to them respectively belonging, which shall come to his hands, and shall and do from time to time and at all times during his continuance in the said office of constable for the township of ———— afore said, well and faithfully execute the said office, and perform in all things the duty and trust in him reposed according to law, then the above obligation to be void and of none effect, or else to be and remain in full force and virtue.

By a Trustee of an Insolvent Debtor.

Know all men by these presents, that we *Abel Bell*, and *Conrad Dana*, both of ———, yeomen, are held and firmly bound unto the commonwealth of *Pennsylvania*, in the sum of ——— dollars, [*such penalty as the court shall direct*]; to which payment well and truly to be made, we bind ourselves, our and every of our heirs, executors and administrators firmly by these presents. Sealed with our seals. Dated the ———.

The condition of this obligation is such, That if the said *Abel Bell*, shall faithfully perform his trust in the office or duty of trustee to *John Dick*, an insolvent debtor, to which he was appointed by the court of common pleas of the county of ———, on the ——— day of ———, then this obligation to be void, otherwise to be and remain in full force and virtue.

Administration Bond.

Know all men by these presents, that we, *Abner Bliss*, of —, *George Hollis*, of —, and *Ezekiel Fain*, of —, are held and firmly bound unto the commonwealth of Pennsylvania, in the sum of —, [*respect being had to the value of the estate*] lawful money, &c. to be paid to the said commonwealth; to which payment well and truly to be made, we do bind ourselves, and each of us, for and in the whole, our and each of our heirs, executors and administrators, jointly and severally by these presents. Sealed with our seals, and dated the —.

The condition of this obligation is such, That if the within bounden, *Abner Bliss*, administrator of all and singular the goods, chattels and credits of *Charles Dagen*, deceased, do make, or cause to be made, a true and perfect inventory of all and singular the goods, chattels and credits of the said deceased, which have or shall come to the hands, possession or knowledge of him the said *Abner Bliss*, or into the hands and possession of any other person or persons, for him, and the same, so made, do exhibit, or cause to be exhibited, into the register's office, in the county of —, at or before the — day of — next ensuing; and the same goods, chattels and credits, and all other the goods, chattels and credits of the said deceased, at the time of his death, which at any time after shall come to the hands or possession of the said *Abner Bliss*, or into the hands and possession of any other person or persons for him, do well and truly administer according to law; and further do make, or cause to be made, a true and just account of his said administration, at or before the — day of —, and all the rest and residue of the said goods, chattels and credits, which shall be found remaining upon the said administrator's account, the

same being first examined and allowed of, by the orphans court of the county where the said administration is granted, shall deliver and pay unto such person or persons, respectively, as the said orphans court, by their decree or sentence, pursuant to the true intent and meaning of this act, shall limit and appoint; and if it shall hereafter appear that any last will and testament was made by the said deceased, and the executor or executors therein named do exhibit the same into the said register's office, making request to have it allowed and approved accordingly, if the said *Abner Bliss* within bounden, being thereunto required, do render and deliver the said letters of administration, approbation of such testament being first had and made, in the said register's office, then this obligation to be void and of none effect, or else to remain in full force and virtue.

Refunding Bond.

Know all men by these presents, that we *John Roe*, of ———, legatee under the testament and last will of *Bion Bell*, deceased, and *John Hone*, of ———, are held and firmly bound unto *Waltar Hone*, and *Richard Sloan*, executors of the said *Bion Bell*, deceased, in the sum of *four hundred* dollars, to be paid to the said *Waltar Hone* and *Richard Sloan*, or to their certain attorney, executors, administrators or assigns; to which payment well and truly to be made, we bind ourselves, and each of us by himself, for and in the whole, our heirs, executors and administrators, and every of them, firmly by these presents. Sealed with our seals, and dated the ———.

Whereas the said *Bion Bell*, by his said last will and testament, bearing date the ——— day of ——— last past did give and bequeath unto the said *John Roe*, a certain legacy of *two hundred* dollars, [or, *one equal ——— part*

*of his personal estate after the payment of debts**] as by the said in part recited will, duly proved and remaining in the register's office at ——— appears.

Now the condition of this obligation is such, That if any part or the whole of the said legacy, shall at any time after payment thereof to the said *John Roe*, appear to be wanting to discharge any debt or debts, legacy or legacies, which the said executors shall not have other assets to pay ; then and in such case, if the said *John Roe*, his heirs, executors or administrators, shall and do return the said legacy, or such part thereof as shall be necessary for the payment of the said debts, or the payment of a proportional part of the said legacies, then this obligation shall be void and of none effect, or else shall be and remain in full force and virtue.

⚖ No suit can be brought in Pennsylvania for a legacy, till such a bond be previously tendered to the executor or administrator with the will annexed. On refusal to accept the same, the legatee shall file it with the clerk of the court before obtaining any process against such executor or administrator. *See Read's Dig. 232.*

* In this latter case the bond must be given in double the sum, which the person shall think himself entitled to.

Codicil.

I *Abel Beam*, of —, do make this codicil to be taken as part of my last will and testament, as follows, that is to say: Whereas I have, by my said will, given to

my sons *Waltar Beam*, and *Silas Beam*, the sum of ——— each, for mourning : Now I do hereby revoke and make void the said legacies to my sons ; and I do hereby give and bequeath unto my said son *Waltar Beam*, the sum of ———, over and above the sum of ———, which I have given him by my said will. In witness whereof I have to this codicil annexed to my said will, set my hand and seal the ——— day of ———.

Another Form.

I *Abner Blight*, of ———, do this ——— day of ———, make and publish this codicil to my last will and testament in manner following, that is to say : I give to my niece *Mary Slim*, one gold watch and one silver coffee pot. And whereas in and by my last will and testament I have given and bequeathed to my daughter in law the sum of ———, I do hereby order and declare that my will is, that only the sum of ——— be paid unto her in full of the said legacy I have as aforesaid given and bequeathed unto her, and that the remaining part of the said legacy be given and paid to my nephew *Ezra Hoe*. And lastly, it is my desire that this my present codicil be annexed to, and made a part of my last will and testament to all intents and purposes. In witness, &c.

☞ A *codicil*, *codicillus*, a little book or writing, is a supplement to a will ; or an addition made by the testator and annexed to, and to be taken as part of, a testament : being for its explanation, or alteration, or to make some addition to, or else some subtraction from the former dispositions of the testator. It may be either written or nuncupative. 2 *Blac.* 504.

In case of a real estate, a codicil cannot operate, unless it be executed according to the statute of frauds and perjuries. 1 *Atk.* 426.

It is not necessary that the codicil be annexed to the will; it may be in a separate instrument; yet the will and codicil make both but one will. 1 Ves. 442.

Composition.

With Creditors.

To all to whom these presents shall come, We whose names are here under written, and seals affixed, creditors of *Abel Bite*, of —, send greeting: Whereas the said *Abel Bite*, doth justly owe, and is indebted unto us, his said several creditors, in divers sums of money; but by reason of many losses, great hindrances, and other damages happened unto the said *Abel Bite*, he is become utterly unable to pay and satisfy us our full debts, with such goods, wares and merchandises as he hath, which we the said creditors are unwilling to accept of, or any ways to intermeddle with the same, and therefore we the said creditors have resolved and agreed to undergo a certain loss, and to accept of *five shillings* for every pound owing by the said *Abel Bite* to us the several and respective creditors aforesaid, to be paid in full satisfaction and discharge of our several and respective debts: Now know ye, that we the said creditors of the said *Abel Bite*, do for ourselves severally and respectively, and for our several and respective heirs, executors and administrators, covenant, promise, compound and agree, to and with the said *Abel Bite*, his executors and administrators, and to and with every of them by these presents, that we the said several and re-

pective creditors, and our severall and respective executors, administrators and assigns, shall and will accept, receive, and take of and from the said *Abel Bite*, his executors and administrators, for each and every pound that the said *Abel Bite* doth owe and is indebted to us the said severall and respective creditors, the sum of *five shillings*, in full discharge and satisfaction of the severall debts and sums of money that the said *Abel Bite* doth owe and stands indebted unto us the said creditors respectively; so that the said sum of *five shillings*, to be paid for each and every pound that the said *Abel Bite* doth owe and standeth indebted unto us the said severall and respective creditors, be paid unto us the said severall and respective creditors, our severall and respective executors, administrators or assigns, within the time or space of *six* months next after the date of these presents: And we the said severall and respective creditors, do severally and respectively, for ourselves, our severall and respective heirs, executors, administrators and assigns, covenant, grant, promise and agree, to and with the said *Abel Bite*, his executors, and administrators, that he the said *Abel Bite*, his executors, administrators and assigns, shall and may from time to time, and at all times within the said term or space of *six* months next ensuing the date hereof, assign, sell, or otherwise dispose of his said goods and chattels, wares and merchandises, at his and their own free will and pleasure, for and towards the payment and satisfaction of the said *five shillings* for every pound the said *Abel Bite* doth owe and is indebted as aforesaid, unto us the said respective creditors: And that neither we the said severall and respective creditors, or any of us, nor the executors, administrators or assigns of us, or any of us, shall or will, at any time or times hereafter, sue, arrest, molest, trouble, imprison, attach or condemn the said *Abel Bite*, his executors or administrators, or his or their goods and chattels, for any debt or other thing now

due and owing to us, or any of us his respective creditors aforesaid; so as the said *Abel Bite*, his executors, or administrators, do well and truly pay, or cause to be paid unto us, his said several and respective creditors, the said sum of *five shillings* for every pound he doth owe and standeth indebted unto us respectively within the said time or space of *six months* next ensuing the date hereof. In witness, &c.

A Deed of Composition of Debts.

To all to whom these presents shall come, We whose names and seals are hereunto subscribed and set, creditors of *Richard Crane* and *Caleb Roe*, of ———, send greeting. Whereas the said *Richard Crane* and *Caleb Roe*, are and do stand jointly indebted unto us the said creditors, in divers sums of money, which they are willing to satisfy and pay as far as they are able: Now know ye, that we the said creditors who have hereto subscribed, our names, and affixed our seals, finding that the said *Richard Crane* and *Caleb Roe*, are by losses and otherwise disabled, to pay our full debts, do severally and respectively agree, and bind ourselves, our heirs, executors and administrators unto the said *Richard Crane* and *Caleb Roe*, by these presents, to accept and take of them the said *Richard Crane* and *Caleb Roe*, their executors or administrators, after the rate of ——— shillings in the pound, in full satisfaction of all such debts and sums of money as they jointly owe to us, and every of us respectively, the same to be paid at *four* equal payments on the days following, that is to say, the ——— day of ———, &c. so as the said *Richard Crane* and *Caleb Roe* (for the more sure and better payment of the several sums of money aforesaid, in recompense and satisfaction of our and every of our said several debts as aforesaid,) their executors or administra-

tors, do before the — day of — become jointly and severally bound, with sufficient sureties unto us, and every of us respectively by obligation, in due form of law to be made, sealed and delivered to each and every of us, and to each and every of our use and uses, by the appointment of us, and each of us.

Provided always, that neither these presents, nor any thing herein contained, shall bind us, or any or either of us who have hereunto subscribed our names and put our seals, unless all and every of the creditors aforesaid, shall have sealed and executed the same —, on or before the — day of next ensuing. In witness, &c.

Another Form.

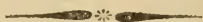
To all to whom these presents shall come, we *Thomas George* and *Robert Young*, of —, merchants and copartners, and [*here were inserted the names of the other creditors*] creditors of *Arthur Andrews* of —, send greeting, Whereas the said *Arthur Andrews* is indebted unto us in the several sums of money mentioned and set down in the schedule here-under written, the whole of which by reason of several losses and misfortunes which have happened unto him in trade and otherwise, he is become disabled to pay and satisfy ; but being willing and desirous so far as in him lies, and his present circumstances will permit, to discharge all and every his debts, he hath proposed to us his said several creditors, parties hereto, as the utmost satisfaction he is able to make, to pay and secure unto each and every of us *ten* shillings in the pound for every pound, or sum of twenty shillings, now by him due and owing unto us his said several creditors, for and on account of our respective debts in the manner following ; (that is to say) by his, the said *Arthur Andrews*, delivering unto each and every of us his said creditors, within the space of

thirty days next ensuing the day of the date of these presents, one promissory note signed by him the said *Arthur Andrews*, bearing even date herewith, payable to us respectively or order, three months after the date thereof, for such a sum of money as will amount to pay each and every of us the said creditors of the said *Arthur Andrews*, the full sum of *five* shillings in the pound for every pound or twenty shillings of our respective debts; and also by him the said *Arthur Andrews*, delivering unto each and every of us his said creditors, within the said time of thirty days next ensuing the day of the date of these presents, one other promissory note signed by him the said *Arthur Andrews*, bearing even date herewith, payable to *Baptist Bary*, of — clock-maker, or his order, *six* months after the date thereof, for such a sum of money as will amount to pay each and every of us the said creditors of the said *Arthur Andrews*, the further sum of *five* shillings in the pound for every pound, or twenty shillings, of our respective debts, and each of the said last mentioned notes to be indorsed by the said *Baptist Bary* to us the said creditors respectively: And we the said creditors, parties hereto, being contented and satisfied with such proposal of him the said *Arthur Andrews*, have agreed to accept of the said sum of *ten* shillings in the pound for every pound or twenty shillings (to be secured as aforesaid) in full satisfaction and discharge of our said several and respective debts. Now know ye, That we the said several creditors of the said *Arthur Andrews*, parties hereto, do for ourselves severally and respectively, and for our several and respective executors, administrators and assigns, covenant, *compound*, and agree to and with the said *Arthur Andrews*, his executors and administrators, to accept, receive, and take from the said *Arthur Andrews* the said promissory notes (to be signed by the said *Arthur Andrews*, and made payable to us respectively, or order, for the first payment of *five* shillings in

the pound, and the said promissory notes to be signed by the said *Arthur Andrews* and indorsed by the said *Baptist Bary* for the last payment of *five* shillings in the pound (as aforesaid) in full discharge and satisfaction of the several debts and sums of money which the said *Arthur Andrews* doth owe unto us the said creditors, parties hereto: And we the said several creditors do, for ourselves severally and respectively, and for our several and respective executors, administrators and assigns, covenant, promise and agree to and with the said *Arthur Andrews*, his executors and administrators, that he the said *Arthur Andrews*, his executors and administrators, shall and may from time to time, and at all times hereafter until default shall be made in the delivery of the said notes, signed by the said *Arthur Andrews*, and payable to us respectively, or order, for the first payment of *five* shillings in the pound, or the said notes signed by the said *Arthur Andrews*, and indorsed by the said *Baptist Bary*, for the last payment of *five* shillings in the pound, according to the true intent and meaning of these presents, or in the payment thereof, assign, sell, or otherwise dispose of his goods, chattels, wares and merchandises, at his own free will and pleasure, for and towards the payment and satisfaction of the said *ten* shillings in the pound for each and every pound or twenty shillings that he the said *Arthur Andrews*, owes unto us as aforesaid: And the said creditors, parties to these presents, in consideration that the said sum of *ten* shillings in the pound for every pound or twenty shillings so due and owing unto us from the said *Arthur Andrews*, shall be well and faithfully secured and paid in manner and form aforesaid, and according to the true intent and meaning of these presents, do hereby for ourselves severally and respectively, and for our several and respective heirs, executors, and administrators, remise, release, and for ever quit claim unto the said *Arthur Andrews*, his heirs, executors and ad-

ministrators, and every of them, all and all manner of action and actions, cause and causes of action, suits, bills, bonds, writings, obligations, debts, dues, duties, reckonings, accounts, sum and sums of money, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, both at law and in equity, or otherwise howsoever, which against him the said *Arthur Andrews*, we or any or either of us, ever had, now have, or which we, any or either of us, or any or either of our heirs, executors or administrators, shall or may have, claim, challenge, or demand, for or by reason or means of any act, matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents : And we the said creditors, whose debts are mentioned in the schedule hereunder written, to be due and owing to us from the said *Arthur Andrews*, on bonds and notes, do hereby severally and respectively, and for our several and respective executors and administrators, covenant, promise, and agree, to and with the said *Arthur Andrews*, his executors and administrators ; that upon his the said *Arthur Andrews*, delivering or causing to be delivered unto us respectively, such promissory notes signed by the said *Arthur Andrews*, and payable to us respectively, or order, for the first payment of *five* shillings in the pound, and the said promissory notes to be signed by the said *Arthur Andrews*, and indorsed by the said *Baptist Bary*, for the last payment of *five* shillings in the pound, according to the true intent and meaning of these presents, we the said creditors respectively, to whom the same shall be so delivered, shall and will immediately after the delivery thereof, deliver up to the said *Arthur Andrews*, or such person or persons as he shall authorise to receive the same, all such bonds, promissory notes, and other securities, under the hand of the said *Arthur Andrews*, which we, any or either of us respectively now have in our hands, custody, possession

or power: Provided always, that if the said notes so to be signed by the said *Arthur Andrews*, and payable to us respectively, or order, as aforesaid; or the said notes so to be signed by the said *Arthur Andrews*, and indorsed by the said *Baptist Bary*, as aforesaid, be not delivered into the hands, possession, or power of us the said creditors, parties hereto, respectively, according to the true intent and meaning of these presents, within the said space of thirty days next ensuing the date hereof; or if the said notes shall not be paid at the respective times when the same shall become due and payable, or within *three* days next after, Then the above release, and every other clause, matter, and thing in this present deed of composition contained, as, to, or against the person or persons to whom such default shall be made, shall cease, determine, and be utterly void, any thing herein before contained to the contrary thereof in any wise notwithstanding. In witness, &c.



Condition. (See Bond.)

To pay Money at different times.

The condition of this obligation is such, That if the above bounden *Matthew Mason*, his heirs, executors, administrators, or any of them, shall and do well and truly pay or cause to be paid unto the above named *Caleb Doe*, his certain attorney, executors, administrators, or assigns, the just and full sum of *two hundred* dollars in manner following, to wit: *Eighty* dollars, part thereof, on the — day of *May* next ensuing the date hereof; *sixty* dollars more thereof on the — day of *Nov*,

ember, then next following ; and sixty dollars, the residue, and in full payment thereof, on the — day of May, which will be in the year of our Lord one thousand eight hundred and —, without fraud or covin, then this obligation to be void : But if default shall be made in payment of any or either of the said sums on the days and times herein before mentioned, and appointed for payment thereof respectively, then to be and remain in full force and virtue.

For Payment of Money, with Interest, at several times.

The condition of this obligation is such, That if the above bounden *Caleb Doe*, his heirs, executors, or administrators, do well and truly pay or cause to be paid, unto the abovenamed *Daniel Deck*, his executors, administrators or assigns, the full sum of — dollars, with interest for the same, after the rate of six dollars for every one hundred dollars, for every year, on the days and times, and in manner following, that is to say, The sum of — dollars, part thereof, with interest for the same, after the rate of six dollars for every one hundred dollars, for a year, on the — day of — next ensuing the date of the above written obligation, which will be in the year of our Lord one thousand eight hundred and — ; the sum of — dollars more thereof, with interest for the same, after the rate aforesaid, on the — day of — then next following, and the sum of — dollars, residue thereof, with interest for the same, after the rate aforesaid, on the — day of — then next ensuing, which will be in the year of our Lord one thousand eight hundred and —, then this obligation to be void, but if default shall happen to be made in payment of any or either of the said several and respective sums of money above mentioned, with interest as aforesaid, or any part of any of them, on

any of the said days or times above mentioned for payment thereof, according to the true intent and meaning of these presents, then this obligation to be and remain in full force and virtue.

To Marry a certain Person, or Pay a Sum of Money.

The condition of this obligation is such, That if the above bounden *Caleb Rowan*, do, on or before the — day of — next ensuing the date of the above written bond or obligation, espouse and marry, according to the usage of the *Episcopal* church of the United States, *Molly Slim*, daughter of *Solomon Slim*, of *Middletown* aforesaid, if she the said *Molly Slim*, will thereunto consent, and the laws of the United States permit the said marriage to be consummated: Or, if it shall happen the said *Caleb Rowan* shall not marry and take to wife the said *Molly Slim*, as aforesaid; if then the said *Caleb Rowan* do and shall well and truly pay or cause to be paid to the said *Molly Slim*, her executors, administrators and assigns, the full sum of — dollars, on or before the — day of — above mentioned, then this obligation to be void, or else to be and remain in full force and virtue.

To Execute a Conveyance.

The condition of the above obligation is such, That if the said *Isaac Row*, shall and do, on or before the — day of *May* next ensuing the date hereof, or in case of his death before that time, if the heir or heirs of the said *Isaac Row*, within six months next after his decease, (if such heir or heirs shall be then of full age, or if within age, then within six months after such heir or heirs shall be of full age) shall and do, upon the reasonable request, and at the proper costs and charges in the

law, of the said *Bion Welsh*, his heirs or assigns, make, execute and acknowledge, or cause so to be, all and every such act or acts, deed or deeds, conveyance or conveyances whatsoever which shall be needful or necessary, for conveying, assuring, establishing and confirming unto the said *Bion Welsh*, his heirs and assigns, a good, pure, absolute and indefeasible estate of inheritance in fee simple, clear of all incumbrances, of and in a certain messuage, &c. with the appurtenances; and, if in the mean time, and while and until the same deed or deeds shall be executed, the said *Isaac Row*, his heirs and assigns, shall and do permit and suffer the said *Bion Welsh*, his heirs and assigns, peaceably and quietly to have, hold and enjoy the same messuage, &c. Then, &c.

To leave Money to a Wife.

Whereas a marriage is intended to be shortly had and solemnized between the above bounden *John Colt*, and *Hannah Beam*, the mother of the above named (*Giles Beam* and *Samuel Beam*.) Now the condition of the above obligation is such, That if (after the said intended marriage) the said *Hannah* shall happen to survive the said *John*, her intended husband, then, and in such case, if the heirs, executors or administrators of him, the said *John*, shall and do, within the space of six months, next after his decease, well and truly pay, or cause to be paid, unto her, the said *Hannah*, or her assigns, the sum of *one hundred pounds*, to, and for her own proper use and benefit, and to be at her own free and absolute disposal, without any manner of account to be given by her, for or concerning the same, then the above obligation shall be void and of none effect, or else to remain in full force and virtue.

To Secure a Sum of Money to an intended Wife.

Whereas a marriage is, by God's permission, intended shortly to be had and solemnized between the above bound *James Jones* and *Betsy Pole*, one of the daughters of the above named *Philip Pole*: And whereas the said *James Jones*, in consideration of the said intended marriage, and of the portion or fortune of the said *Betsy Pole*, hath agreed that if the said intended marriage shall take effect, and the said *Betsy Pole* shall happen to survive him, and there shall not be any child or children begotten between them, nor any issue of such child or children then living, or afterwards born alive, that she the said *Betsy Pole*, shall have and receive out of the estate and effects of him the said *James Jones*, to and for her own proper use and benefit, the sum of ——— dollars; but in case the said *Betsy Pole*, shall survive the said *James Jones*, and there shall be any child or children begotten between them, or any issue of such child or children then living, or afterwards born alive, that then and in such case, the heirs, executors, or administrators of the said *James Jones*, shall within three months, next after his decease, well and truly pay or cause to be paid unto the said *Philip Pole* and *John Pole*, or the survivors of them, his executors, administrators or assigns, the full sum of ——— dollars, upon the trusts hereinafter mentioned. Now the condition of the above written obligation is such, that if the said intended marriage shall take effect, and the said *Betsy Pole* shall happen to survive the said *James Jones*, and there shall not be any child or children begotten between them, nor any issue of any such child or children, who shall be living at such the decease of the said *James Jones*, or afterwards born alive, then and in such case if the heirs, executors or administrators of the said *James Jones*, shall and do immediately after such the decease of the said *James Jones*, well and truly pay or cause to be paid,

unto the said *Betsy Pole*, the full and just sum of — dollars, to and for her own proper use and benefit for ever ; or in case the said *Betsy Pole* shall happen to survive the said *James Jones*, and there shall be any child or children begotten between them, or any issue of such child or children living at such the decease of the said *James Jones*, or afterwards born alive, then if the heirs, executors or administrators of the said *James Jones*, shall and do within three months next after such the decease of the said *James Jones*, well and truly pay or cause to be paid, unto the said *Philip Pole* and *John Pole*, or the survivor of them, his executors, administrators or assigns, the like sum of — dollars, upon the trusts, and to and for the intents and purposes hereinafter mentioned, and declared of and concerning the same, that is to say : In trust, that they the said *Philip Pole* and *John Pole*, or the survivor of them, his executors, administrators or assigns, do and shall, as soon as conveniently may be, after the receipt thereof, lay out the said — dollars, in the purchase of such funds or stock as they shall think fit, and pay to or otherwise permit and suffer her the said *Betsy Pole*, or her assigns, to receive and take the interest or annual dividends and profits thereof, during her natural life, and from and immediately after her decease, in trust that they the said *Philip Pole* and *John Pole*, or the survivor of them, his executors, administrators or assigns, do and shall pay and dispose of the said — dollars, and assign and transfer the said funds or stock, wherein the same shall be then vested, unto and equally amongst all and every the child and children of the body of the said *James Jones*, on the body of her the said *Betsy Pole*, his intended wife, to be begotten, which shall be living at the time of the decease of the said *Betsy Pole*, and the issue which shall be then living of such child or children of the said *James Jones* and *Betsy Pole* as shall happen to die in the lifetime of the said *Betsy Pole* ;

such issue nevertheless to take only the same share thereof as his, her, or their respective father or mother would have been entitled to, if living, at the decease of the said *Betsy Pole* as aforesaid, Then, &c.

To Suffer a Wife to Live a-part from her Husband.

Know all men, &c. Whereas *Jane* the wife of the above bound *Bion Bain*, doth now live separate and a-part from her said husband, and follows the trade or employment of making and selling —, and the said *Bion Bain*, hath agreed that his said wife shall have and receive all benefit arising thereby, or by any other trade or business which she shall think fit to follow, to and for her own separate use and support; wherewith he the said *Bion Bain* is not to intermeddle, or have any profit or advantage from; so as she the said *Jane Bain* doth not, and shall not contract any debt or debts, whereof, or by means whereof, the person or effects of her said husband shall or may be sued, charged, or incumbered, by any means whatsoever: Now the condition of this obligation is such, that if the said *Bion Bain*, do and shall from time to time during the space of — years, now next ensuing (if the said *Jane Bain* shall so long live) permit and suffer the said *Jane Bain* his wife, to live separate and apart from him, and to have and receive all benefit, profit, and advantage arising, or which shall arise by her said trade of making and selling —, or any other trade or business which she shall follow or employ herself in during the said term, to and for her own separate use, support and maintenance, without any account, suit, trouble or molestation whatsoever, and without acting, doing or causing, or permitting to be done, any act, matter or thing whatsoever, whereby or wherewith, or by means, or occasion whereof the said *Jane Bain* his wife, shall or may

be molested or incumbered, by any ways or means whatsoever, and also if the said *Bion Bain*, his executors or administrators, or his or their goods or chattels, lands or tenements shall at any time hereafter, during the said term of ——— years, be sued, attacked, or otherwise charged and incumbered, for or by reason or means of any debt or debts which his said wife hath or shall or may contract : then in either of the said cases this obligation to be void, or else to remain in full force and virtue.

To save Harmless from paying Rent where the Title is in Question.

Whereas there is a suit depending between the above bound *Rian Cox* and others, touching the right and interest in the now dwelling-house of the above named *Isaac Fane*, situate in ——. And whereas the said *Isaac Fane*, hath nevertheless agreed to pay the rent of the said house to the said *Rian Cox*, yearly, as the same shall grow due, upon his agreeing to indemnify him therefrom ; the condition therefore of the above written obligation is, that if the said *Rian Cox*, his executors, administrators or assigns, do and shall well and truly pay or cause to be paid, to the said *Isaac Fane*, his executors, administrators or assigns, all such rent, sum and sums of money, charges and damages whatsoever, as shall by due proceedings in law be adjudged or decreed against him, the said *Isaac Fane*, his executors, administrators or assigns, and all other costs and damages whatever, which he, the said *Isaac Fane*, shall sustain, or be at, by reason of any action, suit, or forfeiture whatsoever, which shall, or may happen, or be to the said *Isaac Fane*, his executors, administrators or assigns, by reason of paying the said rent, or any part thereof, to the said *Rian Cox*, his executors, administrators or assigns, in manner aforesaid. That then, &c.

For Service of an Apprentice.

Whereas *Adam Bend*, son of the above bounden *Caleb Bend*, by indenture of apprenticeship, bearing even date with the above written obligation, hath bound and put himself apprentice to the above named *Enoch Fen*, with him to dwell and abide, from the day of the date hereof unto the full end and term of — years thence next ensuing, and fully to be complete and ended, as by the said indenture may more fully appear. Now the condition of this obligation is such, That if the said *Adam Bend* shall well and truly serve and dwell with the said *Enoch Fen*, after the manner of an apprentice, during all the said term of — years, according to the true intent and meaning of the said indenture : And if the said *Adam Bend* shall not, during the said term, waste, embezzle, or consume the goods and chattels of the said *Enoch Fen*, his executors, administrators or assigns ; but shall behave himself honestly and obediently towards the said *Enoch Fen*, his executors, administrators or assigns, as a good and dutiful apprentice ought to do, during the said term. Then, &c.

To Suffer a Wife to Live a-part and have all her Effects, and to Behave Quietly to her.

Know all men, &c. Whereas *Molly*, the wife of the said *Rian Roe*, hath, for several years last past, lived separate and apart from the said *Rian Roe*, her husband, and hath during all the said time, maintained and provided for herself, and *Jane* the daughter of the said *Rian Roe*, without any expense to the said *Rian Roe*. And whereas it is agreed between the said *Rian Roe*, and the said *Molly* his wife, that the said *Molly* the wife of the said *Rian Roe*, shall and may at all times hereafter live separate and apart from the said *Rian Roe*, and also that the said *Molly Roe* shall and may have,

hold, and enjoy to her sole and separate use, all such monies, goods, and effects, as the said *Molly Roe*, is now possessed of, or shall or may at any time or times hereafter, get or acquire, or which shall be given or bequeathed to her by any person or persons whatsoever, without any hindrance, molestation, or interruption, of or by him the said *Rian Roe*. And whereas the said *Rian Roe*, hath also agreed to behave himself peaceably and quietly towards the said *Molly Roe*, his wife, and the said *Jane Roe*, his daughter, and not to molest, assault, disturb, or do any bodily hurt or injury to them or either of them: Now the condition of this obligation is such, That if the above bounden *Rian Roe*, shall and do from time to time and at all times hereafter, during the term of his natural life, permit and suffer the said *Molly Roe*, his wife, and the said *Jane Roe*, his daughter, (in case they or either of them shall so long happen to live) to live separate and apart from the said *Rian Roe*, without any molestation, disturbance or interruption of or by him the said *Rian Roe*, and also if the said *Rian Roe*, his executors or administrators shall and do at all times hereafter, permit and suffer the said *Molly Roe*, his wife, to have, hold, and enjoy, to her sole and separate use, all and every the monies, goods, chattels and effects, whereof the said *Molly Roe* is now possessed, and also all and every the monies, goods, chattels and effects which the said *Molly Roe*, shall or may at any time or times hereafter, get or acquire, or which shall or may be given or bequeathed to the said *Molly Roe*, by any person or persons whatsoever, without any hindrance, molestation, or interruption, of or by him the said *Rian Roe*, and also if the said *Rian Roe* shall and do, from time to time and at all times hereafter, demean and behave himself peaceably and quietly towards the said *Molly Roe*, his wife, and the said *Jane Roe*, his daughter, and each of them, and shall not, nor in any manner whatsoever molest, assault, disturb, or do any

bodily hurt or injury to the said *Molly Roe*, his wife, and the said *Jane Roe*, his daughter, or either of them, then this obligation to be void ; but if default shall be made in performance of all or any of the conditions above specified, then this obligation is to remain and be in full force and virtue.

☞ Such bonds must not be made to the woman herself, but to some person for her use.

To Indemnify against a Wife's Dower.

Whereas the above bounden *Charles Cheney*, by indentures of lease and release, the lease bearing date the day before, and the release even date with these presents, hath bargained, sold, released and conveyed, to the above named *David Drew*, and his heirs and assigns forever, an undivided moiety of all that messuage or tenement, and other premises particularly described in the said indentures of lease and release : And whereas the above bounden *Charles Cheney* is married, by reason whereof a fine ought to be levied of the premises, by the said *Charles Cheney* and *Jane* his wife, to bar her of her dower or thirds, or any other right she may have or claim, in, to or out of the said premises, or any part or parcel thereof, in case she should survive her said husband ; but the said *David Drew*, in order to save the expence thereof is willing to accept the security hereby intended to secure him and his heirs, and the said premises, against such claim and demand of the said *Jane Cheney*, The condition therefore of the above written obligation is such, that if the said *Charles Cheney* and *Jane* his wife, or either of them, their or either of their heirs, executors, administrators or assigns, do, and shall, from time to time and at all times hereafter (until a fine of the said premises, pursuant to the said in-

denture of release shall be had and levied) well and sufficiently save, defend, keep harmless and indemnified the said *David Drew*, his heirs, executors, administrators and assigns, and the said purchased premises so as aforesaid, bargained, sold and conveyed to the said *David Drew*, his heirs and assigns, and every part and parcel thereof, and the rents, issues and profits thereof, and of every part and parcel thereof, from and against all the dower or thirds at common law, or title, claim, or demand of dower of the said *Jane Cheney*, wife of the said *Charles Cheney*, which she can, shall, or may at any time hereafter claim or demand, by reason or means of the said *Jane Cheney*, being the wife or widow of the said *Charles Cheney* and all other her claim and demand whatsoever, in law or equity, or otherwise howsoever, in, to or out of the said purchased premises, or any part thereof : Then, &c.

To Pay Mortgage Money.

The condition of this obligation is such, That if the above bounden *Adam Barney*, his heirs, executors, administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the above named *Caleb Doe*, his certain attorney, executors, administrators or assigns, the just and full sum of — dollars, on the — day of — next ensuing the date above written, being the same sum of money which is mentioned to be due and owing by the said *Abel Barney*, unto the above mentioned *Caleb Doe*, in certain indentures of demise or mortgage bearing the date above written, made or mentioned to be made between the said *Abel Barney*, of the one part, and the said *Caleb Doe*, of the other part, by and upon the several securities as therein are mentioned ; then, &c.

To Maintain Parents.

Whereas the said *Adam Sly*, and *Mary* his wife, by indenture bearing even date herewith, have granted and confirmed unto the said *Peter Sly*, in fee, a certain messuage, &c. with the appurtenances, the said *Peter Sly* having agreed to maintain them, the said *Adam Sly*, and *Mary* his wife, (his father and mother,) during their natural lives. Now the condition of the above obligation is such, That if the above bounden *Peter Sly*, his heirs, executors, administrators or assigns, shall and do, well and sufficiently maintain, support and keep the said *Adam Sly*, and *Mary* his wife, during their natural lives, and the life of the survivor of them, with good and sufficient meat, drink, apparel, washing, lodging and attendance in sickness and in health; and also pay unto them the sum of — dollars yearly, during the term aforesaid; then, &c.

Another Form.

The condition of the above obligation is such, That if the said *Peter Sly*, his heirs, executors, administrators or assigns, shall and do, allow the said *Adam Sly*, and *Mary* his wife, and the survivor of them, the sole use of the room [*or house*] which they now occupy on the premises, with the necessary privileges in the kitchen and cellar, and shall and do deliver, or cause to be delivered, unto the said *Adam Sly*, yearly and every year, during the joint lives of the said *Adam Sly*, and *Mary* his wife, the following articles, in good order, and at proper seasons, to wit: [*Detail the articles.*] And in case of the death of either of them, shall and do deliver unto the survivor of them, one half of the articles aforesaid, and shall and do provide, and keep for them, and the survivor of them, a good riding horse and

milk cow, to be changed as often as need be, and feed and pasture the same in like manner with his or their own ; then the above obligation to be void ; but if default shall be made in any of the articles aforesaid ; then, &c.

A Counter Bond of Indemnity to Persons who had entered into a Bond to the Bank of —, to indemnify them on their paying a lost Note.

Whereas the above named *Edmund Emes*, and *Basil Brown*, at the special instance and request of the above bound *Lewis Lucas*, in and by one bond or obligation, bearing date on or about the — day of — last, are become and stand jointly and severally bound, unto the president and directors of the bank of —, in the penal sum of — dollars, conditioned for saving harmless the said president and directors, on account of their having paid the said *Edmund Emes* and *Basil Brown*, the sum of — dollars, being the value of a note belonging to the said *Lewis Lucas*, No. —, K. 27, bearing date the said — day of —, payable to *Daniel Kace*, which is supposed to be mislaid or destroyed, without having the said note delivered up to be cancelled, as in and by the said bond or obligation, and the condition thereof relation being thereunto had may appear : And whereas the said *Edmund Emes* and *Basil Brown*, have on or before the day of the date hereof, paid the said *Lewis Lucas*, the sum of — dollars, received by them for his use, of the said president and directors as aforesaid, the payment and receipt whereof he the said *Lewis Lucas* doth hereby acknowledge : Now therefore the condition of the above written obligation is such, that if the said *Lewis Lucas*, his heirs, executors or administrators, do, and shall from time to

time, and all at times hereafter, well and sufficiently save, defend and keep harmless and indemnified, the said *Edmund Imes*, and *Basil Brown*, and each of them, their and each of their heirs, executors and administrators, and their, each and every of their lands, tenements, goods and chattels, of, from and against the said recited bond or obligation, and of and from all costs, charges, payments, damages and expenses whatsoever which they, any or either of them shall or may bear, pay, sustain, or be put unto, for or by reason of their having entered into the said recited bond as aforesaid. Then, &c.

For Payment of an Annuity during the Life of a Feme Covert.

Whereas the above named *Abner Awl*, hath contracted and agreed with the abovebounden *Hugh How*, for the purchase of a clear annuity or yearly sum of —, payable to him the said *Abner Awl*, his executors, administrators or assigns, during the life of *Molly Minx*, the wife of *Titus Minx*, of —, at or for the price or sum of —, which said sum of — the said *Abner Awl*, hath advanced and paid to the said *Hugh How*, at or before the sealing and delivery of the above obligation, the receipt whereof the said *Hugh How*, doth hereby acknowledge, and thereof, and of and from every part thereof, doth acquit, exonerate, release, and for ever discharge, the said *Abner Awl*, his heirs, executors and administrators, and every of them by these presents: The condition therefore of the above written obligation is such, That if the said *Hugh How*, his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, unto the said *Abner Awl*, his executors, administrators or assigns, one annuity or clear yearly sum of — dollars, by half yearly payments on

the — day of —, and the — day of —, in every year during the life of the said *Molly Minx*, by equal portions, clear of all deductions, on any account or pretence whatsoever; the first half yearly payment thereof to be made on the — day of — next, and also a proportionable part of the said annuity, or clear yearly sum of —, for or in respect of so many days as shall have elapsed from the last half yearly day of payment next preceding the decease of the said *Molly Minx*, up to the day of her death: Then the said obligation to be void, but if default shall be made of, or in payment of the said annuity or clear yearly sum of —, or any part thereof at the days or times aforesaid, or any of them, then the said obligation to be and remain in full force, virtue, and effect.

To perform Covenants.

The condition of this obligation is such, That if the above bounden *Esther Doe*, her executors and administrators, do well and truly observe, perform, fulfil, accomplish, pay and keep all and singular the covenants, grants, articles, clauses, provisos, payments, conditions and agreements whatsoever, which on the part and behalf of the said *Esther Doe*, her executors and administrators, are or ought to be observed, performed, fulfilled, accomplished, paid and kept, comprised or mentioned in one pair of indentures of lease, [*or other deed, as the case is*] bearing even date with these presents, made or expressed to be made between the above named *Ira Leach*, of the one part, and the above bounden *Esther Doe*, of the other part, in all things, according to the true intent and meaning of the same; then, &c.

To permit a Wife to make her Will.

Whereas a marriage is intended to be shortly had and solemnised, between the above bounden *Leon Que*, and the said *Mary White*. Now the condition of this obligation is such, That, if after the said intended marriage, the said *Leon Que*, shall and do, permit and suffer the said *Mary White*, to make her last will and testament in writing, and in and by the same, at her will and pleasure to bequeath or otherwise dispose of all such household furniture, wearing apparel, or other goods or chattels whatsoever, whereof she is now possessed : And if the said *Leon Que*, his heirs, executors or administrators shall and do (on request to him or them made) well and truly deliver, or cause to be delivered, unto the legatee or legatees, named in the said will, their legal representatives or assigns, all such goods and chattels as shall be to them respectively bequeathed by the said will, according to the directions thereof. Then, &c.

Of a Bond of Indemnity on paying Money to a Person who had not taken out Letters of Administration to the deceased Person, to whom it belonged.

Whereas the above name *society* stand indebted to the estate of *Caleb Bane*, of —, deceased, in the sum of — dollars : And whereas the said *Caleb Bane*, was at the time of his death indebted to *Elias Wood*, by bond, in the sum of — dollars, principal money, with a great arrear of interest for the same. And whereas the said *Caleb Bane* made his last will and testament in writing, and thereof appointed the said *Elias Wood*, sole executor, who in compassion to the above bound *Betsy Bane*, the widow and relief of the said *Caleb Bane*, she being left in indigent circumstances with seven children, hath given up to her the said bond for her own benefit, but declines proving the said will. And

whereas the principal money and interest due on the said bond, is more than the assets of the said *Caleb Bane* amount to, and the above bound *Adrian Asb*, and *Betsy Bane* have requested the said *society* to pay her the said *Betsy Bane*, the said sum of — dollars, due from them to the estate of her said late husband, without obliging her to take out letters of administration of the goods and chattels of her said late husband with his will annexed, as the same will exhaust great part of the said sum of — dollars, and there being no other debt or effects of her said late husband to get in, the said *society* have agreed to comply with such request on the said *Adrian Asb* and *Betsy Bane* in remitting them for so doing. And whereas the said *society* have accordingly on the day of the date hereof, paid the said *Betsy Bane*, the said sum of — dollars, the receipt whereof she doth hereby acknowledge. Now therefore the condition of this obligation is such, That if the said *Adrian Asb* and *Betsy Bane*, or either of them, their or either of their heirs, executors or administrators do and shall, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified the said *society*, and their successors, and their goods and chattels, lands and tenements, of, from and against all losses, costs, charges, damages and expenses which they shall or may bear, pay, sustain, or be put unto, for or by reason or means of their having paid the said *Betsy Bane*, the said sum of — dollars, due from them to the estate of the said *Caleb Bane*, as aforesaid, or any matter, cause or thing relating thereto. Then, &c.

For Payment of Money after a Person's Death.

The condition of the above written obligation is such, That if the above bound *Ahel Avel*, his heirs, executors, or administrators, do and shall well and truly

pay or cause to be paid, unto the above named *Bion King*, his executors, administrators, or assigns, the full sum of — dollars within the space of *six* calendar months next after the decease of *Catharine Doe*, mother of the said *Abel Avel*, then this obligation to be void, otherwise to remain in full force and virtue.

To pay Rent for a Shop let for a Year certain (and Warning to be given) and to indemnify the Landlord from a former Tenant, and to deliver up the Things at the end of the Term.

Whereas the above named *Bion King*, did formerly let at will unto *Conrad Love*, a shop situated in —, which said *Conrad Love* hath left the said shop, and the above bound *Amos Irish* hath desired and agreed to take the said shop at the yearly rent of — dollars, for one year certain from the — day of —, and for so long time afterwards as both the said parties shall agree, and until after the end of *three* months notice given by either of them, upon any of the quarter days hereunder mentioned, for leaving the said premises, which the said parties do for that purpose agree to give to each other accordingly; and after the end of such *three* months notice so given, the said *Amos Irish* doth agree to quit and give up the actual possession thereof, with the appurtenances, unto the said *Bion King*: Now the condition of this obligation is such, That if the said *Amos Irish*, his executors, administrators or assigns, do and shall truly pay or cause to be paid, unto the said *Bion King*, his executors, administrators or assigns, for the said shop and premises, the said yearly rent of — dollars, on the four usual quarter days in the year, viz. the first days of the months of January, April, July and October, in every year, by equal portions; the first payment thereof to begin and be made on the first

day of July next, for and during the said one year, and for so long time afterwards, as the said *Amos Irish*, his executors, administrators, under-tenants and assigns, shall enjoy the said premises, without any let, denial or interruption, of or by the said *Bion King*, his executors, administrators or assigns, and until the end of such *three* months notice as shall be given by either of the said parties, unto the other of them, for leaving the same; and also if the said *Amos Irish*, shall give such notice as aforesaid for leaving the said premises, and if the said *Amos Irish*, and all other occupiers of the said premises, do and shall, after *three* months notice in that behalf given to the said *Amos Irish*, his executors, administrators, under-tenants and assigns, or at the premises aforesaid, deliver up the actual possession of the same premises, with the doors, window-shutters, and all other the appurtenances thereunto belonging, in good tenantable repair, unto the said *Bion King*, his executors, administrators or assigns, and shall and do at all times indemnify the said *Bion King*, his executors, administrators and assigns, from all actions, suits, charges and damages, by or from the said *Conrad Love*, for or by reason of the said premises; then, &c.

From an Attorney, to account.

Whereas the said *Abel Bion*, by letter of attorney bearing even date herewith, hath duly authorized and empowered the above bounden *Caleb Doe*, to recover and receive divers debts and sums of money, to the use of the said *Abel Bion*, as by the said letter of attorney more fully, and at large appears. Now the condition of this obligation is such, That if the above bounden *Caleb Doe*, shall and do account for and pay unto the said *Abel Bion*, his executors or assigns, all such sum or sums of money, as he shall from time to time receive,

by virtue of the said letter of attorney, (the reasonable commissions and expenses of the said *Caleb Doe*, for recovering and receiving the same, being first deducted therefrom.) Then, &c.

Of a Bond of Indemnity on paying a lost Bond.

Whereas the above named *society* by their bond or obligation under their common seal bearing date on or about the — day of — became bound to the above bounden *John White*, in the penal sum of — dollars conditioned for the payment of — dollars unto the executors, administrators, or assigns of the said *John White*, at the end of three months next after the decease of the said *John White*, with such profit of the same, as upon the then last general audit for the stock raised by and amongst the members of the said *society*, for the making and preparing — should appear to be due to him and unpaid, as in and by the said bond when produced will more fully appear. And whereas the said bond is alledged to be lost or so mislaid that the same cannot be found. And whereas the said *society* the day of the date hereof, at the request of the said *John White*, and on his promise of indemnity, have made him full satisfaction of and for the said bond. Now the condition of this obligation is such, that if the above bounden *John White*, his heirs executors, or administrators, or any or either of them, do and shall in case the said bond or obligation shall happen to be found or come to his, their, or any of their hands, custody, or power, or to the hands, custody, or power of any other person for them, deliver or cause the same to be delivered unto the then *society*, in order to be made void, cancelled, and destroyed; and also do and shall from time to time, and at all times hereafter, save, keep harmless, and indemnified the said *society*, and their

successors, of and from all actions, suits, troubles, costs, charges, damages, and expenses whatsoever, that shall or may at any time hereafter happen or come to them, for or by reason of the said bond or obligation, or any the money thereby paid, or for touching or concerning the same : Then this, &c.

To return Goods delivered to Sell or the Money.

Whereas the above named *Peter Lane* and *Enos Day*, on the day or the date of the above written obligation, have delivered into the hands of the above bounden *Rion Ray*, several goods, consisting of silks, velvets, and other goods of the value of ———, to be by him sold by public sale forth with, for ready money. Now the condition of this obligation is such, That if the said *Rion Ray*, his executors or administrators, do and shall, within one month next ensuing the date of the above written obligation, return unto the said *Peter Lane* and *Enos Day*, or either of them, their or either of their executors or administrators, all such of the said goods as shall then remain unsold (casualties happening by fire only excepted) and pay, or cause to be paid unto the said *Peter Lane* and *Enos Day*, or either of them, their or either of their executors or administrators, all such sum and sums of money, as shall arise by sale of such of the said goods as shall have been by him or them then sold : Then this obligation, &c.

From an Under Sheriff to a High Sheriff.

The condition of this obligation is such. That whereas the governor of this commonwealth by his letters patent, bearing date the ——— day of ———, did appoint, nominate and make the abovenamed *Abel Baum*,

high slieriff of the county of —, which said *Abel Baum*, afterwards by his indenture, bearing date the — day of —, did depute, allign, constitute and ordain the above bound *Felix Doe*, his under slieriff of the said county of —, as in and by the said indenture more fully and at large it doth and may appear; if therefore, the said *Felix Doe*, the above bound *Enos Fane* and *Henry Iset*, their heirs, executors and administrators, and every of them, do at all and every time and times hereafter, save and keep harmless and indemnified, as well the said *Abel Baum*, his heirs, executors, administrators and assigns, and every of them, as also the lands, tenements, hereditaments, goods and chattels of the said *Abel Baum*, of, for, touching and concerning the returns and executions of all such process, writs, and warrants, of what nature soever they be, as are, or shall be directed to the slieriff of the said county of —, and shall be brought and delivered, or offered to be delivered, to the said *Felix Doe*, during the time that the said *Abel Baum*, shall be slieriff of the said county; and of, and from all issues, fines, and amerciaments, which shall happen to be imposed, or taxed upon the said *Abel Baum*, for, and concerning the not executing, wrongful executing, or detaining in his hands, of any writs, process, or warrants, and of, for, and concerning all escapes of all, and every person or persons that shall be arrested or apprehended, by virtue of any such process, writ or warrant, during the time that the said *Abel Baum*, shall continue slieriff of the said county of —; and also if the said *Felix Doe*, *Enos Fane* and *Henry Iset*, their heirs, executors and administrators, and every of them, shall save harmless and indemnified the said *Abel Baum*, and his heirs and assigns, and his and their lands, goods and chattels, of, for, or concerning all such account and accounts as the said *Abel Baum*, is or shall be charged withal as slieriff of the said county of —, to this commonwealth, in

any of the courts, &c. and of all sums of money which shall be levied or received by the said *Pelix Doe*, as under the sheriff of the said *Abel Baum*, or any bailiff, or other person, by the direction or assent of the said *Pelix Doe*, to the use of this commonwealth; that then, &c.

Of a Bond of Indemnity on paying a lost Note.

Whereas the above named *Caleb Cane*, by his promissory note signed by him for the said *Cecil Cane*, his father, and himself, dated the — day of —, did promise to pay unto *Win Web*, or order, — dollars, sixty days after date for value received, and such said note was afterwards indorsed by the said *Win Web* and others, and became the property of *John Jones*, of —, as the said *John Jones* avers: And whereas the said *John Jones* alledges he sent the said note by the mail, on the — day of — last, to the above bound *Evan Edes*, to be received by him, for his the said *John Jones* use; which mail being robbed, and the said notes not having been offered for payment, it is apprehended the said note was stole out of the said mail or otherwise lost. And whereas the said *Caleb Cane* and *Cecil Cane*, have on the day of the date hereof, at the request as well of the said *John Jones* as of the said *Evan Edes*, and upon his the said *Evan Edes* promising to indemnify and deliver up the said note to be cancelled when found, paid the said *Evan Edes* the sum of — dollars, in full satisfaction and discharge of the said note, the receipt whereof the said *Evan Edes* doth hereby acknowledge: The condition therefore of the above written obligation is such, That if the said *Evan Edes*, his heirs, executors, or administrators, or any of them do and shall from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the

said *Caleb Cane* and *Cecil Cane*, their executors and administrators, and their and every of their goods, charters, lands and tenements &c. from and against the said note of — dollars, and of and from all costs, charges, damages, and expenses, that shall or may happen to arise therefrom, and also deliver or cause to be delivered up the said note, when and so soon as the same shall be found to be cancelled. Then, &c.

From a Person impowered to get in Debts for another.

Whereas the above named *Abel Adams* and *Bion Bain* as executors of the testament and last will of *Samuel Hains*, late of —, deceased, by their letter of attorney, bearing even date herewith, have constituted and appointed *Caleb Cards*, of —, their true and lawful attorney for them, and in their names, and for their sole use and benefit, to ask, demand, collect and receive of and from all and every person and persons, debtors to the estate of the said *Samuel Hains*, all sum and sums of money from them and every of them now due and owing to the estate of the said *Samuel Hains*, as in and by the said letter of attorney, relation being thereunto had, will appear. Now the condition of the above written obligation is such, that if the above bound *Caleb Cards*, his executors and administrators, do and shall from time to time, and at all times hereafter, upon request, deliver, or cause to be delivered, unto the said *Abel Adams* and *Bion Bain* their executors, administrators, or assigns, a just and true account, in writing, of all sum and sums of money which he shall receive by virtue of the above recited letter of attorney, with the persons names of whom received, and for what; and also from time to time pay and deliver over unto the said *Abel Adams* and *Bion Bain* their execu-

tors, administrators, or assigns, or to such other person or persons as shall be thereto by them appointed, all such sum and sums of money, as upon such account or otherwise shall appear to have been received by him, or be remaining in his hands, without fraud or further delay. Then this obligation, &c.

To perform an Award.

Whereas differences have arisen, and are depending between the above bound *Adam Bincy*, and the above named *Caleb Doe*, concerning [*here particularly mention what the difference is about,*] which account and all differences and demands concerning the same, the said parties have agreed to refer to the award, judgment and determination of ——— arbitrators, indifferently chosen by and between the said parties to award, arbitrate and determine, concerning the same, [*and if to be an umpire say*] and if they do not make the award within the time hereunder limited, then to the umpirage of such person as the said arbitrators shall indifferently choose for umpire, as hereunder is mentioned; now therefore the condition of this obligation is such, that if the said *Adam Bincy*, his executors and administrators, on his and their part and behalf, shall and do in and by all things, well and truly stand to, observe, perform, fulfil, and keep the award, arbitration, judgment, final end, and determination, which ——— arbitrators, as aforesaid, shall make and give in writing, under their hands and seals, ready to be delivered to the said parties in difference, on or before the ——— day of ———, in and concerning the before mentioned account and matters in difference, and all or any actions, suits, debts, dues, damages, claims, and demands whatever, concerning the same. And if the said arbitrators shall not make and give the same in writing, [*as before*] then, &c. [*mention the time of delivery by the umpire.*]

Another Form.

The condition of the above obligation is such, That if the above bounden *Adam Bins*, his heirs, executors and administrators, for his and their parts and behalfs, shall and do, in all things, well and truly stand to, obey, abide, perform, fulfil and keep the award, order, arbitrement, final end and determination of *Caleb Dice*, *Emos Pen* and *Wiles Hank*, or any two of them, arbitrators lawfully elected, named and chosen, as well on the part and behalf of the above bounden *Adam Bins*, as of the above named *Iunis Smock*, to arbitrate, award, order, judge and determine, of, for, upon, and concerning [*here mention the matter in dispute*] and also of and concerning all and all manner of action or actions, cause and causes of action, suits, bills, bonds, specialties, judgments, executions, extents, quarrels, controversies, trespasses, damages and demands whatsoever, at any time or times heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed or depending by or between the said parties, for or by reason of any other matter, cause, or thing whatsoever, from the beginning of the world, to the day of the date hereof, so as the said award be made in writing, indented under the hands and seals of the said arbitrators, or any two of them, and ready to be delivered to the said parties in difference, or such of them as shall require the same, on or before the ——— day of ——— next ensuing the date hereof [but if the said arbitrators, or any two of them, do not make such their award, of and concerning the premises, by the time aforesaid; that then if the said *Adam Bins*, his heirs, executors and administrators, for his and their parts and behalfs, do, in all things, well and truly stand to, obey, abide, perform, fulfil and keep the award, order, arbitrement, umpirage, final end and determination of such person as shall be named and chosen by the said arbi-

trators as umpire between the said parties, of and concerning the premises, so as the said umpire do make his award or sentence of and concerning the same in writing, indented under his hand and seal, ready to be delivered to the said parties, on or before the — day of — next.] Then, &c.

Of a Bond of Indemnity on signing a Lease.

Whereas by indenture of lease bearing date on or about the — day of —, which was in the year of our Lord —, and made or mentioned to be made between *John Jones, burgess, of —*, of the one part; and the said *Edward Earl Beaumont Bridges, and Thomas Street, of the other part*: The said *John Jones*, for the considerations therein mentioned, did for himself and his successors, demise, grant, and to have let, unto the said *Edward Earl Beaumont Bridges, and Thomas Street*, all that his falling mill with the meadows adjoining, called *New Mill*, and other the premises there, in particularly mentioned, then or late in the occupation of *Joseph Jolter*, to hold unto the said *Edward Earl Beaumont Bridges and Thomas Street*, their heirs and assigns for and during the life and lives of *Elizabeth the wife of Wm Weeks, of —, esq.* then late *Elizabeth Jolter, Walter Jolter, of —*, son of *Stephen Jolter*, and the said *Beaumont Bridges*, and the life and lives of the longest lives of them, at and under the yearly rent of — dollars, payable half yearly as therein is mentioned. And whereas by indenture bearing even date with the above written obligation, and made or mentioned to be made between the said *Edward Earl and Beaumont Bridges*, of the one part; and the said *Thomas Street* of the other part: The said *Edward Earl and Beaumont Bridges*, for the considerations therein mentioned, have granted, released and

confirmed unto the said *Thomas Streat*, the said *fulling mill with the meadow*, and other the premises covenanted by the said recited indenture of lease, and all their estate and interest therein ; to hold the same unto and to the use and behoof of the said *Thomas Streat*, his heirs and assigns from thenceforth, for and during the natural lives of them the said *Elizabeth Weeks*, *Walter Jolter*, and *Beaumont Bridges*, and the lives and life of the longest livers and liver of them, subject to the payment of the rent, and performance of the covenants in the same indenture of lease reserved and contained, on the tenant or lessee's part, from thenceforth to be paid, done and performed, as in and by the said recited indentures, relation being thereto severally had may appear. Now therefore the condition of the above written obligation is such, that if the said *Thomas Streat*, his heirs, executors, administrators and assigns, do and shall from time to time and at all times hereafter, during the continuance of the said term and estate, by the said last recited indenture, granted, and released to the said *Thomas Streat*, as aforesaid, well and truly pay the rent, and perform, observe, and keep all and every the covenants and agreements in the said hereinbefore in part recited indenture of lease reserved and contained, on the part and behalf of the tenant, lessee, or assignee of the said premises, from henceforth to be paid, done, and performed according to the purport, true intent and meaning of the same indenture, and shall and do, well and sufficiently save, defend, keep harmless, and indemnified the said *Edward Earl*, and *Beaumont Bridges*, and each of them, their and each of their heirs, executors, and administrators, of and from the same rent, covenants and agreements, and of and from all loss, costs, damages, and expenses whatsoever, which they, any or either of them shall or may bear, pay, sustain, or be put unto, for or by reason

of the non-payment of the said rent, or non-performance of any of the said covenants and agreements, Then, &c.

That a Person when of Age shall convey.

Whereas *Thomas Sloan*, late of —, deceased, by his last will and testament in writing, bearing date on or about the — day of — did amongst other things, give, devise, and bequeath, all that messuage or tenement, &c. then in the occupation of his brother *William Sloan*, to be equally divided between his two sons *George Sloan* and *Robert Sloan*, their heirs and assigns, equally part and share alike; and whereas the above named *John Good* hath agreed with the said *George Sloan* and *Robert Sloan* for the absolute purchase of the said messuage, or tenement, and premises, devised to them as aforesaid, at and for the sum of — pounds, but the said *Robert Sloan* not being yet of age, cannot join in conveying the same, to the said *John Good*.— And whereas the said *John Good* hath at the request of the above bound *Rion Row* and on his promise and undertaking, that the said *Robert Sloan* shall, when and so soon as he shall have attained the age of twenty-one years, at the costs and charges of the said *John Good*, convey and assure to the said *John Good*, his heirs and assigns, his undivided moiety, or half part of the said messuage, or tenement and premises, paid into the hands of the said *George Sloan*, the whole of the said purchase money; and the said *George Sloan*, hath by indenture of lease and release, the release bearing even date herewith, conveyed his undivided moiety or half part thereof to the said *John Good*, his heirs and assigns: Now the condition of this obligation is such, that if the the said *Robert Sloan*, do or shall, when and so soon as he shall have attained the said age of twenty one years,

at the costs and charges of the said *John Good*, convey and assure unto the said *John Good*, his heirs and assigns, by such deeds and conveyance as the counse of the said *John Good*, shall approve of, his undivided moiety or half part of and in the said messuage, or tenement and premises, devised to him, and the said *George Sloan* as aforesaid, and that without any consideration, to be paid him by the said *John Good* for so doing; and also, if and in case the said *Rion Row*, his heirs, executors, or administrators, do and shall in the mean time, and until the said *Robert Sloan*, shall have executed such conveyances as aforesaid, save, defend, keep harmless and indemnified the said *John Good*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, and the said messuages, or tenements, and premises, so to be conveyed by the said *Robert Sloan*, to the said *John Good* as aforesaid, and the rents, issues and profits thereof, of and from all claims and demands to be made thereto, by, or on the part and behalf of the said *Robert Sloan*; then, &c.

To indemnify Surety in a Bond.

The condition of this obligation is such, That whereas the above named *John Hay*, at the special instance and request of the above bounden *Titus Weeks*, and for his only debt, duty, matter and cause, together with him, the said *Titus Weeks*, are held and firmly bound unto a certain *John Shaw*, of ———, in and by one obligation, bearing even date herewith, in the penal sum of sixty dollars, conditioned for the true payment of thirty dollars, like money, on or before the ——— day of ———, next ensuing the date of the said obligation, together with lawful interest for the same, as by the same obligation and condition thereof, (relation being thereunto had) may more fully appear. If therefore the said *Titus Weeks*, his heirs, executors, or administra-

tors, shall and do, on or before the said — day of —, well and truly pay, or cause to be paid, unto the above named *John Shaw*, his certain attorney, executors, administrators or assigns, the aforesaid debt or sum of *thirty* dollars, with its interest, in discharge of the said recited obligation : And also shall and do from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnify the said *John Hay*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the said obligation, and of and from all actions, suits, payments, costs, charges and damages, for or by reason thereof ; then, &c.

To deliver up a Mill with the Utensils, &c. at the termination of a Lease, in as good Repair and Condition as the same were when let.

Whereas the above named *Caleb Dust*, by his indentures of lease under his hand and seal, bearing date the — day of —, hath letten unto the above bound *Amos App.* amongst other things, a certain *Grist mill*, with its appurtenances, situated in —, now in the occupation of the said *Caleb Dust* and all the materials, utensils and things, now in, about and belonging thereto, for the term of — years, from — then and now next ensuing, at the yearly rent therein mentioned : Now the condition of this obligation is such, That if the said *Amos App.* his executors, administrators or assigns, at his, their or some of their own proper costs and charges, do and shall, before the expiration of the said term of — years, by the said recited lease granted, or other sooner determination thereof, which shall first happen, make or cause the said mill, and all things belonging thereunto to be made and put into the same form, order and manner as they now are,

and fitting to be used for a *Grist mill*, as the same now is, and that and do deliver up the same, in such order and manner as aforesaid, at the expiration of the said term, with all the materials, utensils, and things which are now in, about and belonging thereto, unto the said *Caleb Dust*, his executors, administrators or assigns, in as good repair and condition as they now are and be, reasonable use and wearing thereof in the mean time only excepted ; then, &c.

Of a Bond of Indemnity on suffering an Executor to retain Money in his Hands directed by the Will to be put out to Interest.

Whereas *Adam Asp*, late of ———, late husband of the above named *Betsy Asp*, by his last will and testament in writing, bearing date on or about the ——— day of ———, did, amongst divers other pecuniary legacies, give unto the said *Betsy Asp*, and to the above bound *John Fee*, (by the description, &c.) and to the survivor of them, and to the executors and administrators of such survivor, the sum of ——— dollars, upon trust, to place the same out in bank stock, and to pay and apply the interest and proceeds thereof, for and towards the maintenance and education of all and every the children of his niece *Sarah Fee* by her said husband *John Fee*, in such shares and proportions as his said niece should direct, until her said children should attain their respective ages of twenty-one years ; and then in trust to pay to the said children, and to the survivor or survivors of them, the said sum of ——— dollars, or the produce thereof, at their respective ages of twenty-one years, equally between them, share and share alike ; and of his said will, did constitute and appoint his said wife *Betsy*, and his nephew-in-law *John Fee*, executrix and executor, as by the said will duly proved in the register's office of the county of ———, relation being thereunto had, will ap-

pear: And whereas the said *Sarah Fee* had, at the time the testator made his said will, and still hath five children living by her said husband *John Fee*; that is to say, *Abel*, *Betsy*, *Caleb*, *Daniel*, and *Esther*, all still under age; and whereas the said *John Fee* and *Samuel Lee*, have requested the said *Betsy Asp*, to permit the said *John Fee*, to retain in his hands, out of the said testator's estate, the said legacy of — dollars, so given to them the said *Betsy Asp* and *John Fee*, in trust for the children of the said *Sarah Fee* by the said *John Fee*, as aforesaid until they shall severally become intitled to receive their proportions of the same, which the said *Betsy Asp* hath agreed to, on the said *John Fee* and *Samuel Lee* indemnifying her therein, as hereinafter is mentioned: Now the condition of this obligation is such, that if the above bound *John Fee*, his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid, unto the said *Abel*, *Betsy*, *Caleb*, *Daniel* and *Esther*, children of the said *Sarah Fee* by the said *John Fee*, or to the survivors or survivor of them, the said legacy or sum of — dollars, so given to the said *Betsy Asp* and *John Fee* by the said recited will, in trust for them as aforesaid, when and as they shall respectively attain the age of twenty-one years, in the proportions, and according to the directions of the said recited will, and do and shall from time to time and at all times hereafter, well and sufficiently save harmless, and keep indemnified, the said *Betsy Asp*, her heirs, executors and administrators, and her and their goods and chattels, lands and tenements, of, from and against all losses, costs, charges, damages and expenses which she or they shall or may bear, pay, sustain, or be put unto; for or by reason or means of the said legacy or sum of — dollars, not being placed out upon bank stock, according to the directions contained in the said recited will, or for or by reason or means of any other matter, cause, or thing whatsoever relating to the said legacy; then, &c.

For finding an Apprentice in Clothes, &c. and for his Fidelity.

Whereas *John Meigs*, son of the above bound *Samuel Meigs*, by his indenture of apprenticeship, bearing even date with the above written obligation, hath put himself apprentice to the above named *John Vulcan*, for the term of seven years, from the date hereof, as by the said indenture (relation being thereunto had) may appear: And whereas the said *John Vulcan*, accepted of the said *John Meigs* as his apprentice, on his the said *Samuel Meigs* agreeing to find and provide for the said *John Meigs*, his son, all and all manner of wearing apparel, and washing, during his said apprenticeship, and in case of sickness, proper diet, lodging, physick, attendance and advice: Now the condition of this obligation is such, That if the above bound *Samuel Meigs*, his executors or administrators, or any of them, do and shall from time to time, and at all times hereafter, during the apprenticeship of the said *John Meigs*, at his and their own proper costs and charges, find and provide, or cause to be found and provided, for him the said *John Meigs*, all and all manner of wearing apparel whatsoever, and washing fit and convenient for the said *John Meigs*, and in case the said *John Meigs*, shall at any time or times during his said apprenticeship, be rendered incapable by sickness or otherwise, of performing his duty as an apprentice, do and shall, as often and so long as the same shall happen and continue, at his and their own proper costs and charges, find and provide for the said *John Meigs*, fit and convenient diet, lodging, physick, attendance and advice, and thereof and therefrom, and from the covenants in the said *John Meigs*'s indenture of apprenticeship contained, relating thereto, do and shall save, keep harmless and indemnified, the said *John Vulcan*, his executors and administrators, and every of them; and also if the said *John Meigs*, at any time during his said apprenticeship, shall

detain, consume and embezzle, make away, or lend, without his said master's order or privy, any money, goods, wares, merchandises, or other things appertaining to the said *John Vulcan*, his executors, or administrators, and the said *Samuel Meigs* do and shall always within ten days next after notice given to him or them in that behalf, make sufficient recompense, payment and satisfaction to the said *John Vulcan*, his executors or administrators, of and for the same ; then, &c.

To indemnify Bail in Bail-Bond.

The condition of this obligation is such, That whereas the above named *Amos Buck*, at the special instance and request of the above bounden *Caleb Doe*, in and by one obligation, bearing date the — day of —, became bound unto *Peter Fox*, esquire, high sheriff of the county of —, in the sum of — dollars, conditioned for the appearance of the said *Caleb Doe*, before the judges of the court of common pleas, to be held at —, the day of — next, as by the said recited obligation and condition thereof (relation being thereunto had) appears. If therefore the said *Caleb Doe*, shall appear according to the condition of the said obligation, and as the law requires : And also shall and do, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnify the said *Amos Buck* his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the said obligation, and of and from all actions, suits, damages, costs, charges and damages, for or by reason thereof. Then, &c.

For the Obligor to re-pay Money given him for his Clerkship, if the Obligee be not admitted into it.

Whereas the above bound *Adam App*, is a clerk of the court of —, and whereas the said *Adam App*, doth intend to surrender his said office : and whereas the above named *Bion Bell*, hath paid to the said *Adam App*, the sum of — dollars, which is to remain to his own proper use, when and as soon as the said *Bion Bell*, is appointed to the said office of clerk of — in the room of the said *Adam App* : Now therefore the condition of this obligation is such, that if the said *Bion Bell*, shall or may be (by the means or procurement of the said *Adam App*,) appointed to the said office of clerk of —, in the room of the said *Adam App*, on or before the — day of —, next ensuing the date above written, according to the usual custom in that case, he the said *Bion Bell*, paying the charge of his appointment to the said office ; or in default, or for want of the said *Adam App*'s procuring the said *Bion Bell*, so to be appointed to the said office within the time aforesaid, if the said *Adam App*, his heirs, executors, or administrators shall pay back the said — dollars unto the said *Bion Bell*, his executors, administrators or assigns, in either of the said cases, this obligation to be void and of none effect ; or else to remain in full force and virtue.

For refunding a Legacy in case of Deficiency of Assets.

Whereas *Samuel Saurin*, late of —, deceased, son of the above named *Samuel Saurin*, by his last will and testament in writing, bearing date on or about the — day of —, did amongst other things, give and bequeath unto the above bound *Rian Saurin*, by the name and description of his dear brother *Rian Saurin*, the sum of — dollars, and declared his will to be, that

none of his legacies should charge or affect his real estate, but should be paid out of his personal estate only ; and of his said will did nominate, constitute and appoint the said *Samuel Saurin*, his father, full and sole executor, as in and by the said will duly proved by the said executor, in the register's office of the county of —, relation being thereunto had, may appear : And whereas the said *Samuel Saurin*, the testator, by his said will bequeathed several other pecuniary legacies, amounting, together with the said — dollars, given to his brother *Rian Saurin* as aforesaid, to the full sum of — dollars : And whereas the said *Samuel Saurin*, the father, alleges, that the personal estate of his late son, will not, as he verily believes, after payment of his debts, funeral expenses, and the necessary charges incident to the said executorship, be near sufficient to pay the whole of the said pecuniary legacies, and he is doubtful whether all the debts owing by his said late son, at his death, are yet come to his knowledge, notwithstanding which he is desirous and willing to pay so much of the said legacies, as the personal estate of his said late son come to his hands will extend to satisfy and pay, being indemnified and saved harmless in so doing : And whereas the said *Samuel Saurin*, the father, hath in his hands of the personal estate of his said late son sufficient to pay all the debts of the said testator, which have hitherto come to his knowledge, his funeral expenses, and the necessary charges of his said executorship, to the date hereof, and a fifth part of the pecuniary legacies bequeathed by the said recited will, and hath, the day of the date hereof, at the request of the said *Rian Saurin*, and on his promise of indemnity, paid unto him the said *Rian Saurin* the sum of — dollars, being the fifth part of the sum of — dollars, given him by the said, in part, recited will as aforesaid : Now the condition of the above written obligation is such, that if the personal estate of the said *Samuel Saurin*

rin, deceased, shall not prove sufficient to pay the just debts and funeral expenses of the said testator, and the necessary charges of the said executorship, and a fifth part of all the pecuniary legacies given by the said will ; then if the said *Rian Saurin*, his heirs, executors or administrators, do and shall within fourteen days next after notice thereof to him or them given in that behalf, repay to him the said *Samuel Saurin*, his father, his executors, administrators or assigns, the said sum of — dollars so paid to him as aforesaid, or so much thereof as shall appear to be more than was coming due to him out of the personal estate of the said *Samuel Saurin*, deceased, in respect of the said legacy of — dollars, given to him by the said recited will as aforesaid, in proportion to the other pecuniary legacies, under the said will ; and also do and shall from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the said *Samuel Saurin*, his father, his executors and administrators, and the estate of the said *Samuel Saurin*, deceased, of and from all costs, charges, damages and expenses that shall or may happen, or come to him or them, or the estate of the said *Samuel Saurin*, deceased, for or by reason or means of his having paid the said *Rian Saurin* the said sum of — dollars, in part of the said legacy as aforesaid, or any matter, cause or thing relating thereto ; then, &c.

To discharge an Apprentice before the expiration of his Apprenticeship.

Whereas *Peter Sharp*, son of the above named *John Sharp*, by his indenture of apprenticeship, bearing even date herewith, hath put himself apprentice to the above bound *John Jones*, to serve him as an apprentice from the date thereof, for and during the term of — years, as in and by the said indenture, relation being thereun-

to had, will appear. And whereas previous to the execution of the said recited indenture of apprenticeship, it was agreed between the said *John Jones* and *John Sharp*, that the said *Peter Sharp* should be discharged from his said apprenticeship at the expiration of the first — years of the said term of — years. Now the condition of the above written obligation is such, that if the said *John Jones*, his executors or administrators do and shall at the expiration of the first — years of the said apprenticeship term of — years, release and discharge the said *Peter Sharp*, of and from his said service and apprenticeship, and deliver him up the said indenture of apprenticeship to be cancelled, and do and shall permit and suffer the said *Peter Sharp*, peaceably and quietly to have and enjoy the remainder of his said apprenticeship term of — years for his own benefit and advantage ; then, &c.

To Indemnify Special Bail.

The condition of this obligation is such, That whereas the above named *Adam Beck*, at the special instance and request of the above bounden *Caleb Doe*, became special bail for the said *Caleb Doe*, in a certain action of debt, [*trespass, &c. as the case may be*] at the suit of *Enoch Pen*, in the court of common pleas of the county aforesaid, as by the recognizance of bail on record in the said court, may more at large appear. If therefore the said *Caleb Doe*, shall appear according to the condition of the said obligation, and as the law requires ; and also shall and do, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnify the said *Adam Beck*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the said obligation, and of and from all actions, suits, payments, costs, charges and damages, for or by reason hereof ; then, &c.

To deliver up a Ship and to pay part of the Profits of the Master's Privilege and Caploggen at the end of a voyage.

Whereas the above named *Abner App*, master and part owner of the ship *Nancy*, burthen about — tons, and the rest of the part owners of the said ship, have consented that the abovebound *Abner App*, shall go master of the said ship for the present intended voyage to — and back to —. Now the condition of this obligation is such, that if the said *Bion Bell*, at the return and arrival of the said ship at —, from her said intended voyage, or at any other time when required by the said *Abner App*, shall and do peaceably and quietly deliver up the said ship, and the actual possession thereof, unto the said *Abner App*, or unto *David Doe*, one other of the part owners of the said ship, together with all and singular the furniture, tackle, apparel, and other appurtenances and things whatsoever to the said ship or vessel belonging, and which shall belong, at what time the same shall be required by the said part owners, or the major part of them, (reasonable wear and tear thereof excepted) freed of all charges and incumbrances whatsoever to be done, committed or suffered by the said *Abner App*, in any manner of wise : And also if the said *Bion Bell*, shall and do give a just and true account of all sums of money and profits which shall become due, arise, be made or received for or on account of the said master's privilege of and in the said ship, and for caploggen during the said voyage, by virtue of the charter party for the said ship and voyage, or otherwise : And also pay unto the said *Abner App*, for his own proper use, one full — part of what shall become due and be received for his said privilege and caploggen, the said *Abner App*, paying thereout part of the said ship's damage and other charges, in respect of the said privilege ; then, &c.

From a surviving Partner, to a Man and his Wife, the Executrix of a deceased Partner, for Payment of what the deceased's Share of the Effects amounted to, pursuant to a Covenant in the Co-partnership Deed.

The condition of this obligation is such, that if the above bounden *Amos App*, his heirs, executors or administrators, do and shall well and truly pay or cause to be paid unto the above named *Betsy Black*, as executrix of the last will and testament of *Frederick Finch*, her late brother deceased, her executors, administrators, or assigns, the full sum of — dollars on the — day of — next ensuing the date of the above written obligation, with interest for the same, after the rate of *four* dollars for every hundred dollars, by the year, from the — day of — next, then, &c.

To Indemnify a Person on discharging his Apprentice.

Whereas *Amos How*, son of the above bound *John How*, by his indenture of apprenticeship bearing date on or about the — day of —, did put himself apprentice unto the above named *Enoch Poe*, to serve him as an apprentice for the space of — years, from the date of the said indenture, as in and by the said indenture of apprenticeship, relation being thereunto had, may appear. And whereas the said *Enoch Poe*, as well at the desire of the said *Amos How*, as with the consent and approbation of the said *John How*, and on his promise of indemnity, hath discharged his apprentice of and from his service, and hath repaid unto the said *John How*, the sum of — dollars, part of the sum of — dollars, by him had and received with his said apprentice; the receipt of which said sum of — dollars, he the said *John How*, doth hereby acknowledge. Now the condition of this obligation is

such, that if the above bounden *John How*, his heirs, executors, and administrators, or any of them, do and shall, from time to time, and at all times hereafter, save defend, keep harmless and indemnified the said *Enoch Poe*, his executors and administrators, and his and their goods and chattels, lands and tenements of and from all and every the covenants in the said in part recited indenture of apprenticeship contained, and which on the part of the said *Enoch Poe*, his executors or administrators are or ought to be done and performed, and all action and actions, suit and suits both at law and in equity, costs, charges, damages, and expenses whatsoever, which shall or may happen to him or them, for or by reason thereof, or touching or concerning the said indenture of apprenticeship, or by reason or means of any sum or sums of money by him had and received with the said *Amos How*, or for re-payment thereof, or any wise relating to any of the said matters: Then, &c.

To Indemnify Bail in Recognizance.

The condition of this obligation is such, That whereas the above named *Abel Bentley*, at the special instance and request, of the above bounden *Caleb Doe*, standeth bound for the said *Caleb Doe*, to the commonwealth of *Pennsylvania*, in the sum of — dollars, conditioned for the appearance of the said *Caleb Doe*, at the next court of general quarter sessions of the peace, to be held at —, in and for the county of —, aforesaid, to answer to such matters and things, as shall then and there be objected against him, on the commonwealth's behalf, [*or to answer to a certain indictment preferred against him, for &c.*] And also that the said *Caleb Doe* shall in the mean time keep the peace, and be of good behaviour towards all the citizens

of the commonwealth, and especially towards *John Sloan*, as by the said recognizance of bail on record in the said court, may more at large appear. If therefore, the said *Caleb Doe*, shall appear according to the condition of the said recognizance, and as the law requires: And also shall and do, from time to time, and at all times hereafter, well and sufficiently save, defend keep harmless, and indemnify the said *Abel Bentley*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the said recognizance, and of and from all actions, suits, payments, costs, charges and damages, for or by reason thereof, Then, &c.

That an Apprentice shall account, and that satisfaction shall be made for what he embezzles.

Whereas *Daniel Boal*, son of the above bound *Abel Boal*, by his indentures of apprenticeship under his hand and seal, bearing date the — day of —, hath bound himself apprentice unto the above named *Bion Bell* for the term of — years, from the date of the said indentures of apprenticeship, as thereby, relation being thereunto had, may appear. Now the condition of the above obligation is such, that if the said *David Boal*, shall and do, from time to time, during the said term of his apprenticeship, so often as he shall thereunto be required by the said *Bion Bell*, his executors or administrators, give a just and true account of all such sum and sums of money, bills, notes and other things, which shall be received by, or be committed, or come to the hands, charge or custody of the said *David Boal*. And that if the said *David Boal*, or any others by his means, privity or procurement [*if the bond is made after the indentures, these words may come in here*] since the day of the date of the said recited indentures

hath wasted, consumed, embezzled, mispended, purloined, made away, or unjustly detained, or shall at any time during (the remainder of) the said term waste, consume, embezzle, mispend, purloin, make away, or unjustly detain any of the monies, goods, wares, merchandises, or other things whatsoever, of, or belonging to the said *Bion Bell*, his executors, administrators or assigns, or any other person or persons wherewith he or they shall or may be charged or chargeable: If then, and so often he the said *Abel Boal*, his executors and administrators, shall and do, within —— days always next after request made and notice to him or them in that behalf given, from time to time, make and give unto the said *Bion Bell*, his executors, administrators or assigns, full satisfaction and recompense, of and for all such monies, goods, wares, merchandises or other things whatsoever, which upon any accounts or otherwise at any time shall truly appear, or be found, confessed or proved to be wasted, consumed, embezzled, mispent, purloined, made away, or unjustly detained by the said *David Boal*, or by any other person or persons by his means, privity or procurement, then, &c.

For Payment of an Annuity during Life.

Whereas the above bounden *Abel Man*, on the day of the date of the above written obligation, hath had and received to his own use, of and from the above named *John Pugh*, the sum of —— dollars, the receipt whereof he doth hereby acknowledge, in consideration whereof he the said *Abel Man*, hath agreed to pay unto the said *John Pugh*, one annuity or clear yearly sum of —— dollars, during his natural life, to be paid in manner hereafter mentioned. Now the condition of this obligation is such, That if the above bounden *Abel Man*, his heirs, executors, or administrators, or any of

them, do and shall yearly and every year during the natural life of the above named *John Pugh*, well and truly pay or cause to be paid to him the said *John Pugh*, or his assigns, the clear yearly sum of — dollars, by quarterly payments, on the four most usual days of payment in the year (that is to say) the first days of January, April, July and October, in each year, by even and equal portions, the first payment thereof to begin and be made on the first day of January, next ensuing the date of the above written obligation, then this obligation shall be void and of no effect, but if default shall happen to be made, of or in any of the said quarterly payments, or any part thereof, on any or either of the said quarterly days, on which the same ought to be paid as aforesaid, then the same shall stand and remain in full force and virtue.

For the Fidelity of a Clerk.

Whereas the above named *Amos Hunt*, hath taken and received the above bound *Bion Kapp*, into his service to be one of his clerks to collect, receive and get in money for him, and to do all other things in his power incident to the business of a clerk —. Now the condition of this obligation is such, that if the said *Bion Kapp* do not or shall not at all times hereafter, from time to time, during so long time as he the said *Bion Kapp*, shall continue and be employed in the service of the said *Amos Hunt*, as his clerk or servant, well, faithfully and truly serve the said *Amos Hunt*, his master without consuming, wasting, embezzling, losing, mispending, misapplying or unlawfully making away with any of the monies, goods, chattels, wares, merchandises or effects whatsoever, of the said *Amos Hunt*, his master, or of any other person or persons whatsoever, for which he the said *Amos Hunt*, his heirs, executors,

or administrators shall or may by any law, custom or usage whatsoever be any ways answerable or responsible, which shall be committed to his the said *Bion Kapp*'s charge, care, custody or keeping, by reason or means of his said service, or being clerk as aforesaid; and if the said *Bion Kapp*, shall at any time during the time of his being clerk or servant to the said *Amos Hunt*, his executors or administrators, neglect or refuse to account with him the said *Amos Hunt*, his executors, administrators or assigns, weekly or oftener, if thereunto required by the said *Amos Hunt*, his executors or administrators, by reasonable notice in writing under his or their hands, for that purpose to be given to or left for him the said *Bion Kapp*, at his house or usual place of abode or habitation; then if the said *Bion Kapp* and *Enoch Ellis*, or either of them, their or either of their heirs, executors or administrators, or any of them do and shall (within — months next after due proof thereof, either by the confession of the said *Bion Kapp*, or otherwise howsoever, and notice or warning thereof given or left, at or in the dwelling-house, habitation or place of residence of them the said *Bion Kapp* and *Enoch Ellis*, or either of them, or either of their heirs, executors or administrators, in writing or otherwise,) make good and sufficient recompense, satisfaction, and payment, unto the said *Amos Hunt*, his executors, administrators or assigns, for the said monies, goods, chattels, wares, merchandises or effects of him the said *Amos Hunt*, so lost, wasted, mispent, or misapplied as aforesaid, and also for all such loss, damage or charge as he the said *Amos Hunt*, his executors, or administrators shall suffer, sustain and be put unto, for or by reason or means of his the said *Bion Kapp*'s neglecting or refusing to account as aforesaid; then, &c.

To Indemnify Surety in Administration Bond.

The condition of this obligation is such, That whereas the above named *Caleb Doe*, at the special instance and request of the above bounden *Paul Meck*, in and by a certain obligation bearing date the — day of —, hath become bound together with the said *Caleb Folk*, unto *James Betz*, esquire, register for the probate of wills and granting letters of administration, in and for the county of — aforesaid, in the sum of — dollars, for the due administration of all and singular the goods and chattels, rights and credits, which were of *John Kitts*, late of —, who died intestate, &c. as by the said recited obligation and condition thereof, remaining in the register's office, at —, relation being thereunto had more at large appears. If therefore the said *Paul Meck*, administrator as aforesaid, shall and do, well and truly administer all and singular the goods and chattels, rights and credits, which were of the aforesaid *John Kitts*, according to law. and do and perform all and every other act, matter and thing, on the part and behalf of the said *Paul Meck* to be done and performed, according to the true intent and meaning of the condition of the said recited obligation, and also shall and do, from time to time, and at all times hereafter, well and sufficiently save, keep harmless and indemnify the said *Caleb Doe*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the said obligation, and of and from all actions, suits, payments, costs, charges and damages, for or by reason thereof; then, &c.

To Pay Money for Goods sold, and for Freight and Insurance.

Whereas the above bound *Amos Ames*, and *Bion Betz*, are bound out on a voyage to —, and other

parts beyond the seas : And whereas the above named *Caleb Cox*, at the request of the said *Amos Ames* and *Bion Betz*, hath shipped, or is to ship on board some ship or ships for —, casks and stuff particularly mentioned in the invoice thereof ; which goods by agreement are or are to be consigned to the said *Amos Ames* and *Bion Betz* at —, and they have agreed, and do hereby agree, to receive the same at —, and pay the freight thereof thither, and to dispose of the said goods, and run all risques of the same after their arrival there ; and to answer, pay, and make good to the said *Caleb Cox*, at —, for the said goods and his profits thereby, and for his bearing the risque thereof to —, the sum of —, as hereunder is mentioned : Now the condition of this obligation is such, that if the said *Amos Ames* and *Bion Betz*, their executors, administrators or assigns, or either or any of them shall and do receive the said goods upon their arrival at —, and pay the freight thereof thither, and run all risques of the same after their arrival there ; and do and shall also truly pay, or cause to be paid, satisfied and made good unto the said *Caleb Cox*, his executors, administrators or assigns, in —, for the said goods and his profit thereby, and for his risque thereof to — as aforesaid ; the said sum of — on, &c. all further advantages, by or in respect of the said goods being for the proper accounts of the said *Amos Ames* and *Bion Betz* ; then, &c.

For payment of an Annuity during the joint Lives of two Persons. and of a Sum of Money, in Case one of them shall die in the Life-time of the other.

The condition of this obligation is such, That if the above bound *Jhn Bent*, his heirs, executors or administrators, or any of them, do and shall yearly and eve-

ry year, during the joint lives of him the said *John Bent*, and the above named *Win Lem*, well and truly pay or cause to be paid unto the said *Win Lem*, or his assigns, one annuity, or clear yearly sum of — dollars, by four even and equal quarterly payments, on the four most usual quarterly days of payment in the year, that is to say, the first days of the months of January, April, July, and October, in each and every year ; the first of the said quarterly payments, to begin and be made on the first day of January, next ensuing the date of the above written obligation ; and if the heirs, executors or administrators, of the said *John Bent*, do and shall in case the said *John Bent* shall happen to die in the life-time of the said *Win Lem*, well and truly pay or cause to be paid unto the said *Win Lem*, his executors, administrators or assigns, the full sum of — dollars, within three months next after such the decease of the said *John Bent*, then, &c.

To Pay Money on Marriage or Death.

The condition of this obligation is such, That whereas the above named *Caleb Doe*, hath sold unto the above bound *Abner Baxter*, one gold watch, &c. for the sum of —, to be paid unto him the said *Caleb Doe*, his executors, administrators or assigns, at or upon the day of marriage, or hour of death of the said *Abner Baxter*, which shall first happen : If therefore the said *Abner Baxter*, his heirs, executors, or administrators, do and shall well and truly pay or cause to be paid unto the said *Caleb Doe*, his executors, administrators or assigns, the sum of — dollars, within six months after the solemnization of the marriage of the said *Abner Baxter*, or the time of the death of the said *Abner Baxter*, which shall first happen after the date of the above written bond or obligation ; then, &c.

To Indemnify an Executor on payment of a Legacy.

The condition of this obligation is such, That whereas *Abel Backet*, by his last will and testament, bearing date the — day of —, did bequeath unto *Caleb Doe*, the son of the above bounden *Conrad Doe*, a certain legacy of — dollars. And whereas the said *Ezra Pen*, at the request of the said *Conrad Doe*, hath paid the said legacy unto him, for the use and benefit of his said son, who is a minor, under the age of twenty-one years. If therefore the said *Conrad Doe*, his heirs, executors or administrators, shall cause and procure the said *Caleb Doe*, the son, on his arrival at the age of twenty-one years, to release the legacy aforesaid unto the said *Ezra Pen*, and shall and do in the mean time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnify the said *Ezra Pen*, his heirs, executors, and administrators, and his and their goods and chattels, lands and tenements, of and from the said legacy, and of and from all actions, suits, payments, costs, charges and damages, for or by reason thereof; then, &c.

From an intended Husband to leave a Wife all his Estate.

Whereas a marriage is intended, by the permission of God, to be had and solemnised by and between the above bound *Samuel Slim* and *Molly Welsh*, spinster, one of the daughters of *John Welsh*, merchant, of —, and whereas in consideration of the said intended marriage, and of a considerable portion which the said *Samuel Slim* will have with the said *Molly Welsh*, his intended wife. he the said *Samuel Slim*, has agreed to leave the said *Molly*, at his death, all such real and personal estate as he the said *Samuel Slim*, or any other in trust for him or for his use, shall be seized or

possessed of, or as shall belong to him the said *Samuel Slim*, at his decease, in case she shall happen to survive him : Now the condition of this obligation is such, that if the said marriage shall take effect and be solemnised, and the said *Samuel Slim* shall happen to depart this life, leaving the said *Molly* surviving him : then if the said *Samuel Slim* either before or at the time of his death, shall and do by some deed or deeds, or by his last will and testament in writing to be by him duly executed, well and sufficiently convey, assure, devise and settle, unto and to the use of the said *Molly*, her heirs, executors, administrators and assigns, all and every the real and personal estates, which he the said *Samuel Slim*, at the time of his death, shall be any ways seized, possessed of, interested in, or intitled unto, without making any gift, devise or bequest thereof, or any part thereof, to any other person or persons whomsoever, (unless it be by and with the consent of her the said *Molly*, the same to be signified by writing under her hand and seal, and attested by two or more witnesses) ; subject nevertheless to the payment of all such interest and debts, as he shall owe at the time of his death ; then, &c.

For payment of an Annuity during ten Years, and a Sum of Money at three separate Payments.

The condition of this obligation is such, That if the above bounden *Henry Sands*, his heirs, executors or administrators, or any of them, do and shall yearly and every year during the term of ten years, to be computed from the — day of — last past, before the day of the date of the above written obligation, well and truly pay or cause to be paid unto the above named *Joseph Jenks*, his executors, administrators, or assigns, the annuity or clear yearly sum of — dollars, by e,

ven and equal quarterly payments, at or upon the four most usual quarterly days of payment in the year, that is to say, the first days of the months of January, April, July and October, and by even and equal quarterly portions, the first payment thereof to begin and be made on the first day of January, next ensuing the day of the date of the above written obligation, and also do and shall well and truly pay or cause to be paid unto the said *Joseph Jenks*, his executors, administrators or assigns, the sum of ——— dollars, on the several days and times hereinafter mentioned for payment thereof, that is to say, the sum of ——— dollars, part thereof, on the first day of ——— ; the sum of ——— dollars, other part thereof, on the first day of ——— then next following, and the sum of ——— dollars, remainder of the said sum of ——— dollars, on the first day of ——— then next ensuing : then, &c.

To Pay Money Quarterly.

The condition of this obligation is such, That if the above bound *Amos Beck* and *Galeb Damp*, or either of them, their or either of their heirs, executors or administrators, do and shall well and truly pay or cause to be paid to the above named *Enos Fisk*, his executors, administrators or assigns, the full sum of ——— dollars, in manner following, that is to say, the sum of ——— dollars, part thereof on the ——— day of *December* next ensuing the date above written ; the sum of ——— dollars more thereof, on the ——— day of *March*, which shall be in the year of our Lord ——— ; the sum of ——— dollars, more thereof, on the ——— day of *June*, then next ensuing, and the sum of ——— dollars more thereof on the ——— day of *September* then next following ; and so quarterly, and every quarter of a year, one next and immediately ensuing another, on every of the quarter days aforesaid, the sum of ——— dollars, until the

said sum of ——— dollars shall be in such manner fully satisfied, contented and paid ; then this obligation to be void ; but if default shall be made in payment of the said sum of ———, or any part thereof, in manner aforesaid, then this obligation to remain in full force.

To Indemnify Lessee on payment of Rent.

The condition of this obligation is such, That whereas the above named *Amos Backfish*, by indenture of lease, bearing date the ——— day of ———, hath demised and to farm let unto the said *Caleb Doe*, all that messuage, &c. To hold the same to the said *Caleb Doe*, for the term of ——— years, paying ——— [*as in the lease*] as in and by the said indenture appears. And whereas a certain *Enoch Fisk*, claims title to the premises aforesaid, with the appurtenances. If therefore the said *Amos Backfish*, shall and do, from time to time, indemnify the said *Caleb Doe*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the claim of the said *Enoch Fisk*, and of and from all actions suits, payments, costs, charges and damages, for or by reason thereof ; then, &c.

To deliver a Watch, or pay the value thereof, and the Charges of a Suit commenced for it.

Whereas the above bound *Adam App*, received of and from the above named *Bion Becket*, on the ——— day of ——— last, a gold watch with a tortoise-shell case, studded or inlaid with gold, to mend or rectify the going of the said watch, the said watch being made by and bought of the said *Adam App*, which said watch the said *Adam App*, hath not yet delivered to the said

Bion Becket. And whereas the said *Bion Becket*, hath brought his action against the said *Adam App.* for the said watch: Now the condition of this obligation is such, that if the said *Adam App.*, his executors, or administrators, shall and do on or before the — day of — next, deliver or cause to be delivered unto the said *Bion Becket*, his executors, administrators or assigns, the said gold watch, and the said case or cover, in good repair and condition, and without any hurt, damage or spoil thereof or thereto, free of all charges and incumbrances; and for his the said *Bion Becket's* charges about recovering the said watch, if the said *Adam App.*, his heirs, executors or administrators, shall and do, on or before the — day of — next, pay or cause to be paid, unto the said *Bion Becket*, his executors, administrators or assigns, the sum of — dollars; then, &c.

*For Payment of Money deposited in a Person's Hands,
pursuant to a Will.*

Whereas *John Minx*, late of — (brother of the above bound *David Minx*,) by his last will and testament, bearing date the — day of —, did (after some few pecuniary legacies therein mentioned) give and bequeath unto his son *Eli Minx*, the sum of — dollars, and to *Jane Minx*, his daughter, and *twin*, the like sum of — dollars, and to his daughter and *twin* *Dolly Minx*, the like sum of — dollars, and gave and bequeathed all the rest and residue of his estate whatsoever, to his wife *Dorinda Minx*, and declared his will to be, that the — dollars, to the said *Eli Minx*, and the — dollars, to each of his said daughters, should be severally deposited in the hands of his said brother *David Minx*, until such time as they should be of the age of twenty-one years, he allowing *four*

dollars per cent. per ann. for the same, by giving bond for principal and interest in behalf of his said children, the interest thereof to be paid to his said wife, for the support and maintenance of his said children, and as they each attained the age of twenty-one years, upon demand, the then sum of — — dollars, principal, to be paid to such child, or provided one die, the surviving two should divide the deceased's — — dollars, equally, and in case two should die, the surviving one, when of age, should have the whole — — dollars, and in case all should die before they attained the said age and his wife should be surviving, he did thereby declare it to be his will, that his said brother *David Minx*, should pay her — — dollars per annum, during her natural life, after which the said — — dollars, should be the property of his said brother, and his heirs forever, unless his said brother should refuse to take the said — — dollars, paying *four* dollars per cent. per ann. for the same, as before required, and then upon such refusal he did by his said will, order and appoint, that the said — — dollars should be laid out in some bank stock, for the uses aforesaid, and the said *David Minx*, excluded all benefit that possibly could accrue, or arise from any of his estate whatsoever, the advantage of which he then leaves to the entire disposal of his said wife *Dorinda*, and his said brother *David Minx*, executrix and executor of his said will duly proved, in the register's office of the county of — —, relation being thereunto had, will more fully appear: And whereas the said *Dorinda Minx* the relict, and one of the executors of the said *John Minx*, deceased, hath since intermarried with one *James Cox* of — —, And whereas the said *David Minx* hath agreed to take into his hands the said sum of — — dollars, directed by the said recited will to be deposited in his hands, at interest as aforesaid, upon the terms and conditions in the said recited will mentioned, concerning the same: And whereas

the said *David Minx*, as one of the executors of the said recited will, hath received by and out of the said testator's estate, the sum of — dollars, and hath paid thereout for and on account of the said testator's estate in debts, legacies, and otherwise, the sum of — dollars, so that there remains of the said testator's estate in his hands the sum of — dollars, and no more, as by an account this day stated between the said *James Cox* and *Dorinda* his wife, and the said *David Minx*, and signed and allowed by the said *James Cox* and *Dorinda* his wife, appears : And whereas the said *James Cox*, and *Dorinda* his wife, have, on the day of the date of the above written obligation, by and out of the said testator's estate, come to the hands of the said *Dorinda*, paid into the hands of the said *David Minx*, the sum of — dollars, to make up the said sum of — dollars, remaining in his hands on balance of the said account, the sum of — dollars, directed by the said recited will, to be deposited in his hands as aforesaid, the receipt whereof he the said *David Minx*, doth hereby acknowledge. Now the condition of this obligation is such, that if the said *David Minx*, his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid unto the said *Eli Minx*, *Jane Minx*, and *Dolly Minx*, or to the survivor or survivors of them, the said sum of — dollars, so deposited in his hands as aforesaid, when and as they shall respectively attain the age of twenty-one years, in the proportions, and according to the direction of the said recited will, and also do and shall in the mean time, and until they shall arrive at the said age of twenty-one years, yearly and every year on the — day of —, and the — day of — in each year, well and truly pay, or cause to be paid, unto the said *Dorinda Cox*, her executors or administrators, interest after the rate of *four* dollars per cent. per ann. for the said sum of — dollars, or so much thereof as shall from time to time be remaining

in his hands, and unpaid, unto the said *Eli Minx*, *Jane Minx*, and *Dolly Minx*, or the survivors or survivor of them, or if and in case the said *Eli Minx*, *Jane Minx*, and *Dolly Minx*, shall all of them happen to die before they attain the said age of twenty-one years, and the said *Dorinda Cox* shall them survive, then if the said *David Minx*, his heirs, executors or administrators, do and shall during the natural life of the said *Dorinda Cox*, well and truly pay, for cause to be paid, unto her the said *Dorinda Cox*, or her assigns, the clear yearly payment of — dollars, yearly and every year, for and during the term of her natural life, by even and equal half yearly payments next and immediately ensuing each other; the first of the said half yearly payments to begin and be made at the expiration of six months next after the decease of them the said *Eli Minx*, *Jane Minx* and *Dolly Minx*, under age as aforesaid; then and in either of the said cases, this obligation to be void, or else to be and remain in full force and virtue.

To Pay Money at the end of an Apprenticeship or Marriage.

The condition of the above obligation is such, That whereas the above named *John Low*, hath put himself apprentice to *Win Taws*, of —, with him to dwell and serve as his apprentice, from the — day of —, unto the full end and term of five years from thence next ensuing, and fully to be complete and ended, as by the said indenture of apprenticeship may more fully appear: And whereas the above named *Charles Rex*, hath before the day of the date of the above written bond or obligation, at several times lent to and disbursed for the said *John Low*, several sums of money, amounting in the whole to the sum of —,

for which the said *Charles Rex* is content to take his bond or obligation, payable at the expiration of the apprenticeship of the said *John Low*, or the day of marriage of the said *John Low*, with *Mary Pew*, of —, which shall first happen : If therefore the said *John Low*, his heirs, executors, or administrators, or any of them, do and shall well and truly pay or cause to be paid to the said *Charles Rex*, his executors, administrators, or assigns, the full sum of —, at the end or expiration of the said apprenticeship of the said *John Low* or term of five years above mentioned, or on the day of marriage of the said *John Low*, with the said *Mary Pew*, which shall first and next happen to be or come after the date of these presents ; then &c.

Against Claim of Dower.

The condition of this obligation is such, That where-
as the above bounden *Abel Boyd*, by indenture, under his hand and seal, bearing date the — day of —, hath granted, bargained and sold unto the above named *Caleb Doe*, All that messuage, &c. with the appurtenances, to hold the same, to him, his heirs and assigns forever, as by the said indenture, relation being thereunto had, appears. If therefore the said *Abel Boyd*, his heirs, executors, and administrators, shall and do, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless, and indemnify, the said *Caleb Doe*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the dower or thirds, which *Eliza Boyd*, the wife [or mother, &c.] of the said *Abel Boyd*, shall or may claim in the premises, and of and from all actions, suits, payments, costs, charges and damages, for or by reason thereof ; then, &c.

To permit a Wife to live separate from her Husband.

Whereas *Jane App*, wife of the above bounden *Adam App*, now lives separate and apart from her said husband, and follows the business and employment of making and selling *bats*, and the said *Adam App*, hath agreed that his said wife shall have and receive all benefit arising thereby, or by any other trade or business which she may think fit to follow, to and for her own separate use and support, wherewith he the said *Adam App*, is not to intermeddle, or have any profit and advantage therefrom, so as she the said *Jane App*, doth not, and shall not contract any debt or debts, for which the person or effects of her said husband shall or may be sued, charged, or incumbered by any means whatever. Now the condition of the above written obligation is such, That if the said *Adam App*, do and shall from time to time, and all times, during the natural life of the said *Jane App*, permit and suffer her the said *Jane App*, to live separate and apart from him, and to have and receive all profit, benefit and advantage arising, or which shall arise from her said trade or business of making and selling *bats*, or any other trade or business which she shall follow or employ herself in, to and for her own separate use, support and maintenance, without any account, suit, trouble or molestation whatsoever, and without selling, doing or causing, or permitting to be done, any act, matter or thing whatsoever, whereby or wherewith, or by means or occasion whereof the said *Jane App*, shall or may be molested or incumbered, by any ways or means whatsoever. And also, if the said *Adam App*, his heirs, executors or administrators, or his or their goods or chattels, lands or tenements, shall at any time or times hereafter be sued, attached or otherwise charged or incumbered, for or by reason or means of any debt or debts which his said wife hath, or shall or may contract, then and in either of the said cases, this obligation shall, &c.

For Payment of Money after a Person's Death, in pursuance of a Marriage Settlement.

The condition of this obligation is such, that if the heirs, executors, or administrators of the above bound *Abner Awt*, do and shall within the space of six calendar months next after his decease, well and truly pay, or cause to be paid to the above named *Richard Roe*, and *Stephen Stone*, their executors, administrators, or assigns, the full sum of — dollars, upon the trusts, and to and for the uses mentioned and expressed in a certain indenture tripartite, bearing even date herewith, and made or mentioned to be made, between the said *Abner Awt* of the first part; *Naomio Nunns* of the second part, and the said *Richard Roe* and *Stephen Stone*, of the third part, then, &c.

To pay Yearly to two Persons during their Lives.

The condition of this obligation is such, That if the above bound *Abner Boyd*, his heirs, executors or administrators, shall well and truly pay or cause to be paid to the said *Caleb Doe* and *Eli Foulk*, during their natural lives, and the life of the survivor of them, the annual or yearly sum of — dollars, on the — day of — in every year, the first payment thereof to begin on the — day of — next ensuing the date above written; then, &c.

For Bond Mislaid or Lost.

The condition of this obligation is such, That whereas the above named *Abner Boyd*, in and by a certain obligation, bearing date on or about the — day of —, became bound unto the above named *Caleb Doe*, in the sum of — dollars, conditioned for the pay-

ment of ——— dollars, which said obligation is since lost or mislaid. And whereas the said *Abner Boyd*, hath fully raised and paid the said sum of ———, with its interest, due on the said obligation, the receipt whereof the said *Caleb Doe*, doth hereby acknowledge, and thereof, and from every part thereof, and all actions, suits and demands, concerning the same, doth acquit, and forever discharge the said *Caleb Doe*, his heirs, executors and administrators, by these presents. If therefore the said *Caleb Doe*, his heirs, executors and administrators, shall and do deliver up the said obligation, when it shall be found, to the said *Abner Boyd*, his heirs, executors or administrators, to be cancelled; and until the same shall so be delivered up and cancelled, shall save, defend, keep harmless, and indemnify the said *Abner Boyd*, his heirs, executors and administrators, and his and their goods and chattels, lands and tenements, of and from the said obligation, and of and from all actions, suits, payments, costs, charges and damages, for or by reason thereof; then, &c.

From a Master, that in consideration of Money paid him, he shall take an Apprentice and teach him his Trade during three years, and that the Apprentice may leave him at the expiration of that term.

Whereas the above named *Adam App*, hath at or before the sealing and delivery hereof, paid unto the above bound *Bennet Baum*, the sum of ———, the receipt whereof is hereby acknowledged. In consideration whereof the said *Bennet Baum*, hath agreed with the said *Adam App*, to take his son *Caleb App*, as his apprentice for the term of three years, from the ——— day of ———, and to teach him the art of ———, which he now useth, and to provide him with all necessaries during the said term: Now therefore the condition of the above obligation is such, that if the said *Bennet*

Baum, do and shall, during the said term of three years, teach and instruct the said *Caleb App*, the son, or cause him to be taught and instructed, in his said art and trade of —, which he now useth, by the best means he can; and shall likewise during the said term find and provide unto and for the said *Caleb App*, the son, good and sufficient meat, drink, washing, lodging, wearing apparel and other necessities during the said term, and at the end and expiration of the said three years, fully permit and suffer the said *Caleb App*, the apprentice, to depart from and leave his said service, according to the true meaning of the said parties and of these presents; then, &c.

For payment of Money by a person for the use of his intended Wife, if she survives, and if not, to such Uses as she should direct by Will.

Whereas *Esther East*, of —, widow, now followeth the trade of a —, at her house situate in —, and is possessed of a stock in money and goods and good debts, over and above what will pay and satisfy the bonds hereafter mentioned, and all other just debts whatsoever, to the amount or value of — dollars and upwards, of which the above bound *Samuel Soames* is fully satisfied, having lived with the said *Esther East*, as her clerk, ever since she carried on the said trade, and having lately taken an inventory of her stock in trade, and an account of debts owing to and from her. And whereas the said *Esther East*, the better to enable her to carry on her said trade to advantage, borrowed of the above named *Charles Coles*, the sum of — dollars; of *George Groves*, of —, the like sum of — dollars; and of *Felix Foulk*, of —, the sum of — dollars, making together the sum of — dollars; and the said *Samuel Soames* became bound with the

said *Esther East*, in three several bonds for payment thereof respectively, which said bonds remain unsatisfied. And whereas a marriage is intended, by God's permission, to be shortly had and solemnised by and between the said *Samuel Soames* and *Esther East*; and the said *Samuel Soames*, in case the said intended marriage shall take effect, will have and receive with the said *Esther East* in marriage as her marriage portion, the full sum or value of ——— dollars and upwards as aforesaid. Now the condition of this obligation is such, that if the said intended marriage shall take effect and be consummated, and the said *Samuel Soames*, the intended husband, shall depart this life, in the life-time of the said *Esther East*, his intended wife. Then if the heirs, executors, or administrators of the said *Samuel Soames*, within the space of six months next after his decease, do and shall well and truly pay, or cause to be paid unto the above named *Charles Coles*, his executors, administrators or assigns, the full and just sum of ——— dollars, without any deduction, defalcation or abatement whatsoever. In trust for the sole use and benefit of the said *Esther East*, his widow and reliet. But if it shall please God that the said *Esther East* shall depart this life in the life-time of the said *Samuel Soames*, that then if the said *Samuel Soames*, his heirs, executors or administrators do and shall, after the decease of the said *Esther East*, without fraud or delay, well and truly pay or cause to be paid unto such person or persons his, her or their executors, administrators or assigns, to whom the said *Esther East*, tho' affeme covert, shall by any writing or deed purporting her will, mind, or appointment under her hand and seal in the presence of two or more witnesses, give, bequeath, or dispose of all, or any part of the said sum of ——— dollars beforementioned found for such use or uses, intents and purposes as in and by such writing or deed shall be mentioned and expressed, or intended accord-

ing to the true intent and meaning thereof; and also if the said *Samuel Soumes*, his heirs, executors or administrators, do and shall, pay off and satisfy the said three several bonds, so severally entered into by him, and the said *Esther East* to the said *Charles Coles*, *George Groves*, and *Felix Foulk* as aforesaid, and every of them, and save, defend, keep harmless and indemnified her the said *Esther East*, her executors, administrators, donees and legatees, and every of them, of and from payment of the said bonds, and every of them, and every part of them, and every of them, and of and from all costs, charges, damages, and expenses, that shall or may happen or come to them, every or any of them, for or by reason or means of the non-payment of the said bonds, or any of them, or any part of them, or any of them, or by reason of her the said *Esther East* having entered into the said bonds as aforesaid; then, &c.

To Serve in consideration of the Payment of a Debt.

Know all men by these presents, that I *Abner Boyd*, of —, in consideration of the sum of —, to me in hand paid by *John Poe*, of —, *esquire* have bound myself, and by these presents do bind myself a servant unto the said *John Poe*, to serve him the said *John Poe*, his executors, administrators and assigns, for the space of —, months and — days, from the day of the date hereof: And I do covenant to serve the said *John Poe*, and his assigns faithfully during the said time: And further to serve at the rate of — dollars per month, for all such monies as the said *John Poe* hath undertaken or shall undertake and be obliged to pay at my request, for me and on my account, he the said *John Poe*, finding and providing for me during the said time, in meat, drink, washing and accommodations, as is customary with servants. In witness, &c.

To Indemnify Sheriff on Attachment or Fieri Facias.

The Condition of this obligation is such, That whereas a writ of attachment [or *fieri facias*] has lately issued out of the court of common pleas for the county of —, directed to the above named, *Charles Roe*, sheriff of the said county, at the suit of the said *Timothy Poe*, against *Wenrich Norton*, of the said county, yeoman : And whereas the said sheriff does not certainly know what are the goods and chattels, or effects, of the said *Wenrich Norton*. If therefore the said *Timothy Poe*, his heirs, executors and administrators, shall and do, from time to time, and at all times hereafter, indemnify and save harmless the said sheriff, his under-sheriff, and all other his officers, and his and their goods and chattels, lands and tenements, on account of his or their attaching, by the direction of him the said *Timothy Poe*, and by force of the said writ, the goods and chattels of any person or persons whatsoever, supposing them to be the goods and chattels of the said *Wenrich Norton* ; then, &c.

That the Heirs. &c. of the intended Husband shall pay the intended Wife a Sum of Money within — Months after the Husband's decease, if she survive him.

Whereas a marriage is intended, by the permission of God, shortly to be had and solemnised by and between the above bound *Rion West* and *Dorcas Pine*, of —, [or daughter of &c.] And whereas in consideration of the said intended marriage, and of a considerable portion which he the said *Rion West*, will have and receive with the said *Dorcas Pine*, his intended wife, [or say, and of the sum of —, which he the said *Rion West*, is to have and receive, for and as the marriage portion of the said *Dorcas Pine*,] he the

said *Rion West*, hath agreed, that in case the said marriage shall take effect, and the the said *Dorcas Pine*, shall survive him the said *Rion West*, her intended husband; that then the the said *Dorcas Pine*, shall have, receive and be paid (out of the real and personal estate of the said *Rion West*,) the sum of ——— dollars for her own proper use and maintenance: Now the condition of the above written obligation is such, that if the said marriage shall take effect and be solemnised, and that he the said *Rion West*, shall happen to depart this life, leaving the said *Dorcas Pine*, his intended wife, surviving him, [*or say, and that the said Dorcas Pine, shall survive him the said Rion West,*] then if the heirs, executors or administrators of the said *Rion West*, shall and do well and truly pay, or cause to be paid unto the said *Dorcas Pine*, her executors, administrators or assigns, to and for her own proper use, benefit and maintenance, the said sum of ———, (out of such lands, tenements, goods, chattels, and other estate real and personal, which he the said *Rion West*, or any other in trust for him or for his use, shall be seized or possessed of, or which shall belong to him the said *Rion West*, at his decease, according to the true intent and meaning hereof) within ——— months next after the decease of him the said *Rion West*; then, &c.

To Indemnify the Township against a Bastard Child.

The condition of this obligation is such, That whereas *Ann Bend.* of ———, single woman, is now pregnant with child, [*or hath lately been delivered of a male bastard child in the township of ——— aforesaid,*] and hath charged the said *Caleb Duckett* with being the father of the said child. If therefore the said *Caleb Duckett*, shall and do, from time to time, and at all times hereafter, well and sufficiently save, defend, keep harm.

less and indemnify the said *Enos Fend* and *Giles Hull*, and their successors, overseers of the poor of the said township of —, for the time being, and also all the inhabitants of the said township, of and from all expenses, costs, charges and damages whatsoever, which shall or may hereafter happen, or accrue, for, or by reason or means of the birth, maintenance, education, or bringing up of the said child, [*or of such child or children wherewith the said Ann Bond now goeth,*] and of and from all actions, suits, troubles, and demands whatsoever, touching or concerning the same; then, &c.

N. B. The bond must be to the overseers of the poor of the township, and their successors, &c.

☞ A woman cannot be compelled to submit to an examination, till she is delivered. *Ld. Raymond* 1368.

To pay a Woman for the Support of an illegitimate Child.

The condition of this obligation is such, That whereas the said *Ann Bond*, hath made oath before *Samuel Meek*, esquire, one of the justices of the peace for the said county of —, that the above bounden *Caleb Doe* is the father of a male bastard child, of which she hath lately been delivered, and the said *Caleb Doe*, hath thereupon agreed to assist the said *Ann Bond*, in the support and maintenance of the said child: Now therefore if the said *Caleb Doe*, his heirs, executors or administrators, shall well and truly pay to the said *Ann Bond*, her heirs, executors or administrators, toward the support and maintenance of the said child the sum of — per week, for each and every week, from the — day of —, during the term of seven years, if the said child shall live so long; then, &c.

To Indemnify one Excutor against the Application of Monies by the other.

Whereas *Sally Stokes*, formerly of the township of —, in the county of —, but late of —, widow, deceased, by her last will and testament, in writing, bearing date on or about the — day of — left, did give all the residue of her personal estate, after payment of her debts, and the legacies therein mentioned, unto the said *Caleb Coles*, and *Nathan Nuts*, of —, in the county of —, clerk, in trust, to lay out the same in the purchase of bank stock, and to pay the interest thereof to her daughter *Susan Cline*, wife of the above bound *James Cline*, during her life, for her separate use, and after her decease, to divide the principal amongst the children and grand children of the said *Susan Cline*, in such proportions and at such times as the said *Susan Cline* should by her last will appoint, and in default of such appointment, to divide the bank stock amongst all the children of the said *Susan Cline*, equally, share and share alike, at the respective times therein mentioned. But in case all the said *Susan Cline's* children should happen to die before any of them should become intitled to their shares thereof, by virtue of her said will, then the said trustees should transfer the same unto the executors, administrators or assigns of the said *Susan Cline*; and the said testatrix appointed her said daughter *Susan Cline*, and the said *Caleb Coles*, sole executors of her said will, who have duly proved the same in the register's office of the county of —, as relation being thereunto had, may appear: And whereas the said testatrix's whole estate, at the time of her death, (exclusive of her jewels, household goods, and wearing apparel, given by her will to the said *Susan Cline*,) consisted of — dollars, in the capital or bank stock, at — per centum per annum, now reduced to — per centum per annum, transferable at the bank of —, and half a year's dividend then due thereon, and some

money in her own custody : And whereas the said *Caleb Coles*, at the request of the said *James Cline*, and *Susan* his wife, sold out ——— dollars, part of the said annuities, and out of the monies arising thereby, and the half year's dividend due on the said ——— dollars annuities as aforesaid, hath discharged all the legacies given by the said testatrix's will, which are now become due and payable, and remitted the residue thereof, being ——— dollars, to the said *James Cline* and *Susan* his wife, to discharge the said testatrix's debts and funeral expenses : And whereas the said *James Cline* and *Susan* his wife, have not accounted for the money in the testatrix's custody at her death, alledging that the same was given by the said testatrix, before her death, to the said *Susan Cline*, her daughter, in the presence of several persons ; nor for the ——— dollars, so remitted to them by the said *Caleb Coles* as aforesaid, although the same was more than sufficient to pay the said testatrix's debts and funeral expenses : Now therefore the condition of the above written obligation is such, that if the above bound *James Cline*, his heirs, executors or administrators, do and shall from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, him the said *Caleb Coles*, his heirs, executors and administrators, and his and their goods, chattels, lands and tenements, of and from all actions, suits, costs, charges, damages and expenses whatsoever, which he, they or any of them shall bear, pay, sustain, or be put unto, for or by reason or means of the said *James Cline* and *Susan* his wife, having applied and disposed of any part of the personal estate of the said testatrix *Sally Stokes*, otherwise than by her said will is mentioned and declared, of and concerning the same, or for or by reason or means of his the said *Caleb Coles's* having acted as one of the executors of the said will, and intermeddled in the said testatrix's estate, or in any wife relating thereto ; then, &c.

From a Grantor, who had in the Deed described himself to be an Heir at Law, and of which doubt had arisen.

Whereas by indenture of lease and release, the lease bearing date the day next before the day of the date of the release, and the said release bearing even date with these presents, the said release being tripartite, and made or mentioned to be made between the said *Peter Quince*, by the description of *Peter Quince*, cousin and heir, and sole executor of the last will and testament of *John Ewalt*, late of —, in the county of —, gentleman, deceased, of the first part; *Richard Cone*, of —, broker, of the second part; and the said *Benjamin Boal*, and *Richard Dean*, of the third part; therein reciting, that by indentures of lease and release, bearing date respectively, the — and — days of —, and made between the said *Richard Cone*, of —, upholsterer, son and heir at law, of *John Cone*, then late of —, barber, deceased, of the one part; and the said *John Ewalt*, of the other part; the said *Richard Cone*, in consideration of — dollars therein mentioned, to be paid him by the said *John Ewalt*, did grant and release unto the said *John Ewalt*, and his heirs, the messuage or tenement, and premises therein after mentioned, to be thereby released: To hold the same unto and to the only proper use and behoof of the said *John Ewalt*, his heirs and assigns forever; subject to a proviso therein contained, for making void the same, on payment by the said *Richard Cone*, to the said *John Ewalt*, his heirs or assigns, of the said principal sum of — dollars, with lawful interest for the same, at the time therein mentioned; and further reciting, that the said *John Ewalt*, was since deceased, having duly made his last will and testament in writing, bearing date the — day of —, and appointed the said *Peter Quince*, sole executor thereof, who had duly proved the same in the register's court for the

county of — ; and that by indentures of lease and release, bearing date respectively the — and — days of — last, and made between the said *Richard Cone*, of the one part; and the said *Benjamin Boal*, and *Richard Dean*, of the other part; for the considerations in the same indentures expressed, the said *Richard Cone*, did grant, release, and convey the inheritance and equity of redemption of the said messuage or tenement and premises, subject to the said mortgage, unto and to the use of the said *Benjamin Boal*, and *Richard Dean*, their heirs, and assigns forever, and that the sum of — dollars, was then due to the said *Peter Quince*, as executor of the said *John Ewalt*, for principal money and interest on the said recited mortgage. It is by the said indenture of release now reciting, witnessed, that in consideration of the sum of — dollars, therein mentioned to be paid by the said *Benjamin Boal* and *Richard Dean*, to the said *Peter Quince*, at the desire, and by the direction of the said *Richard Cone*, in full of all principal money and interest due on the said recited mortgage, and of the sum of one dollar, therein also mentioned to be paid by the said *Benjamin Boal* and *Richard Dean*, to the said *Richard Cone*, the said *Peter Quince*, so far as regards the assignment of the said mortgage, but no further or otherwise, with respect to the said *Peter Quince*, at the request and by the direction and appointment of the said *Richard Cone*, and also the said *Richard Cone*, did release and confirm unto, and to the use of the said *Benjamin Boal* and *Richard Dean*, their heirs and assigns forever, all that toft or parcel of ground, messuage, or tenement, and premises with the appurtenances, situate on —, therein particularly described, and all their estate and interest therein. And whereas a doubt having arisen, whether the said *Peter Quince*, is the heir at law of the said *John Ewalt*, deceased, he hath therefore undertaken

and agreed to indemnify the said *Benjamin Boal* and *Richard Dean*, in respect thereof in manner hereinafter mentioned. Now therefore the condition of the above written obligation is such, that if the said *Benjamin Boal* and *Richard Dean*, their heirs or assigns, shall and do, from time to time, and at all times forever hereafter, peaceably and quietly hold, possess, and enjoy the said messuage or tenement, and premises mentioned and intended, in and by the said recited indentures of lease and release, which said release is of even date herewith, to be released and conveyed unto, and to the use of the said *Benjamin Boal* and *Richard Dean*, and their heirs as aforesaid, and every part and parcel thereof, without any let, suit, hindrance, interruption, or denial whatsoever, of or by the said *Peter Quince*, his heirs, executors, administrators or assigns, any or either of them, or any other person or persons whomsoever, lawfully claiming or to claim, by, from, under or in trust for him, them, or any of them, or by, from, or under the said *John Ewalt*, deceased; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *Peter Quince*, his heirs, executors or administrators, well and sufficiently saved, kept harmless and indemnified of, from and against all claims and demands whatsoever, of, from, or by any person or persons lawfully claiming or to claim the said premises, or any part thereof, or any estate, right, title, trust or interest therein, or in any part thereof by, from, or under the said *John Ewalt*, deceased; then, &c.

To perform an Order of Court for the Support of an illegitimate Child.

The condition of this obligation is such, That whereas the said *Abel Beck*, hath been adjudged by the court

of quarter sessions for the county of —, which was begun and holden at —, on the — day of — last, to be the reputed father of a *male* baillard child, which was born of the body of the said *Ann Bolen*, on the — day of — last past; and the court did thereupon order [*here insert the order of court; or the substance thereof.*] Now therefore if the said *Abel Beck*, shall well and truly comply with and perform the said order, and accordingly pay unto the said *Ann Bolen*, towards the support and maintenance of the said child, the sum of —, [*as the order may be*]; then, &c.

From an intended Husband to the Trustees of his intended Wife, to pay them a sum of Money to be applied to her support and maintenance, in case of necessity by losses in trade, &c.


Whereas a marriage is intended to be had and consummated, by the permission of God, between the above bound *John Hume*, and *Kitty Doe*, [*daughter, niece, &c.*] of the above mentioned *Enoch Doe*. And whereas the said *Enoch Doe*, in consideration thereof, has agreed to pay the said *John Hume*, — dollars, on the day of the said marriage, in part of the marriage portion with the said *Kitty Doe*, and also to enter into and execute unto the said *John Hume*, one bond or obligation of equal date herewith, in the penal sum of — dollars for the securing the payment of the said sum of — dollars, with interest, in — months from the date of the said bond, which said — dollars, and — dollars, is to be in full of the said marriage portion of the said *Kitty Doe*. And whereas in consideration of the said marriage and portion, and to provide a competent maintenance for the said *Kitty Doe*, in case of losses in trade, or other misfortunes, during the said

intended coverture ; and in case the said *Kitty Doe* shall survive the said *John Hume*, and be not by him at his decease otherwise better provided for, and that she shall not be destitute of a necessary subsistence in any such cases, he the said *John Hume*, has agreed to secure to the said *Kitty Doe*, notwithstanding such coverture or survivorship, the sum of — dollars ; and for that purpose to vest and pay the same into the hands of the said *Enoch Doe*, and *Giles Hunt*, in trust, to and for her separate use and behoof. Now therefore the condition of the above written obligation is such, that if the said marriage shall take effect, and the said *John Hume*, his heirs, executors or administrators, or some of them, shall and do well and truly pay, or cause to be paid to the said *Enoch Doe* and *Giles Hunt*, or the survivor of them, or to the executors or administrators of such survivor, the said sum of — dollars, on the day next after the said marriage shall be consummated, to and for the only proper and separate use and behoof of the said *Kitty Doe*, her executors, administrators and assigns, notwithstanding the said coverture ; then, &c.

On a Person's being chosen Treasurer of a Company.

Whereas the above bound *John Jones*, is chosen treasurer of the company of —, by reason whereof, he will receive into his custody divers and several sums of money, goods and chattels, of and belonging to the said company : Now the condition of the above written obligation is such, that if the said *John Jones*, his executors, or administrators, at the end of his said office, or upon request to him or them in that behalf to be made, shall make, and give unto such auditor or auditors as on that behalf shall be appointed by the said company, or the greater part of them, a just and true account, in writing, of all such goods, chattels,

money or other things, as have or shall, during his said appointment, come to his hands, custody or charge, in right of his said office of treasurer, and shall upon the said account, pay and deliver over to the next treasurer of the said company, all such money, goods, chattels and moveables, as by the foot or balance of the said account shall appear to be due and belonging to the said company ; then, &c.

 The obligees are usually the two oldest members.

To pay a Person who shall help another to a Wife with a good Fortune.

Whereas the above named *Bion Beam*, hath proposed a marriage between the above bound *Abel App*, and *Esther Edes*, which the said *Abel App*, doth approve of, and hath desired the said *Bion Beam*, to use his interest and endeavors for effecting the said intended marriage, and in consideration of his pains and service therein, the said *Abel App*, hath promised and doth hereby agree to pay and give to the said *Bion Beam*, as a gratuity, the sum of *five* dollars, for and upon every hundred dollars of the estate or fortune of the said *Esther Edes*, which the said *Abel App* shall receive with, or shall be intitled unto by his marriage of the said *Esther Edes*, when the same shall be consummated. Now the condition of the above written obligation is such, that if the said marriage between the said *Abel App*, and the said *Esther Edes*, shall take effect, then if the said *Abel App*, do and shall well and truly pay, or cause to be paid, unto the said *Bion Beam*, the said sum of *five* dollars for and upon every hundred dollars of the estate or fortune of the said *Esther Edes*, which he the said *Abel App*, shall so have and receive with, or be intitled unto, by such his marriage of the said *Esther Edes*, as a gratuity as aforesaid, according to the true meaning of these presents ; then, &c.

For a Journeyman's Fidelity.

The condition of the above obligation is such, That if the above bound *Jacob Web*, do and shall during his continuance in the place and degree of a journeyman, to them the said *Henry Hack*, and *John Jones*, carefully and diligently employ himself, and use his best endeavors in the said office and degree, and do once every week weekly (or oftener if thereto required) during his continuance therein, make up and give unto them the said *Henry Hack* and *John Jones*, their executors, administrators or assigns, a true, just and perfect account in writing, at the messuage or tenement of them the said *Henry Hack* and *John Jones*, situate in ——— afore-said, of all such sum and sums of money, goods and commodities, of or belonging to them the said *Henry Hack* and *John Jones*, which by any ways or means whatsoever, shall come to the hands, charge, custody, or possession of him the said *Jacob Web*, and likewise do and shall from week to week on the *Monday* in every week, weekly, or oftener if thereto required, at the place afore-said, satisfy and pay unto them the said *Henry Hack* and *John Jones*, their executors, administrators or assigns, all such sum and sums of money due or any ways belonging unto them the said *Henry Hack* and *John Jones*, their executors, administrators or assigns, which he the said *Jacob Web* shall have received of any person or persons whomsoever; and further, if the said *Jacob Web*, shall not depart from the service of them the said *Henry Hack* and *John Jones*, their executors, administrators or assigns, before such payment and satisfaction shall be made and given by him the said *Jacob Web*, unto them the said *Henry Hack* and *John Jones*, their executors, administrators or assigns, of all such goods, arrearages, debts, sum and sums of money in which he the said *Jacob Web* shall be found to be indebted unto them the said *Henry Hack* and *John Jones*, their executors, administrators, or assigns, or any of them; then, &c.

To marry a Woman, or in default thereof to pay a sum of Money.

The condition of the above obligation is such, That if the above bounden *Amos Belt*, do on or before the — day of — next, lawfully espouse and marry *Eliza Doe*, daughter of the said *Caleb Doe*, if the said *Eliza Doe* will thereto consent; or if it shall happen that the said *Amos Belt* shall not marry and take to wife the said *Eliza Doe* in so claid, if then the said *Abel Belt* do and shall well and truly pay, or cause to be paid, unto the said *Eliza Doe*, her executors, administrators or assigns, the sum of — dollars on the — day of — next ensuing the said — day of — above mentioned, and limited for the said marriage; then, &c.

To permit an intended Wife to enjoy her own personal estate, and to buy and sell Goods, &c. for her use, &c.

Whereas a marriage is intended, by the permission of God, to be shortly had and consummated by and between the above bound *Abel How*, and *Betsy Ott*, daughter of *Samuel Ott*, of —. Now the condition of the above written obligation is such, that in case the said intended marriage shall take effect, then if the said *Abel How*, shall and do from time to time, and at all times then after, permit the said *Betsy Ott*, his intended wife, peaceably and quietly to have, hold, occupy, possess and enjoy in as full and ample manner, as she the said *Betsy Ott* now, or at any time before the executing hereof, hath or doth hold, occupy, possess, enjoy, and dispose, as well of all her the said *Betsy Ott's* ready monies, bonds, notes and all other securities for money whatsoever, as also all her plate, rings, jewels, household, and all other her goods, chattels and perso-

nal estate whatsoever, and of what nature and kind soever, whereof or wherein she the said *Betsy Ott*, now is, or at any time during the intended coverture, shall in her own right be actually possessed of, interested in, or intitled unto, or which she shall have or accumulate by trade or industry, or which shall by any of her relations or friends be given or devised to her; and also do and shall allow, permit and suffer her the said *Betsy Ott*, to buy, sell, bargain, pay and receive in her own name, and, if occasion requires, shall allow and confirm all such receipts and acquittances, as she the said *Betsy Ott*, shall give or make during her said intended coverture; and also if the said *Abel How*, do and shall at all times hereafter allow, permit and suffer her the said *Betsy Ott*, to sell and dispose of all and singular her effects, goods, chattels and personal estate, of what nature or kind soever and wheresoever, by any deed or writing, or by her last will and testament in writing, to any person or persons whomsoever, notwithstanding her intended coverture; and also if the said *Abel How*, shall not do, or cause to be done, any act, matter or thing, whatsoever, whereby or by means whereof the said personal estate of her the said *Betsy Ott*, or any part thereof, shall or may be any ways impeached, charged or incumbered in any manner howsoever, or whereby or by means whereof the said *Betsy Ott*, shall or may be in any wise hindered or molested in the quiet and peaceable possession and enjoyment thereof, or in the quiet vending and disposing thereof, and of every part thereof, by such her deed, writing, or will, as aforesaid; then and in such case the above written obligation shall be void and of no effect, otherwise, &c.

Conditions of Sale.*

I. That the highest bidder shall be the buyer : and if any dispute arise as to the last or best bidder, the lot in dispute shall be put up at a former bidding.

II. That no person shall advance less at any bidding than — [or *than such sum as shall be named by the auctioneer at the time*] or retract his or her bidding.†

III. That every purchaser shall immediately pay down a depofite in the proportion of — for every *one hundred pounds*, of his or her purchase-money, into the hands of the *auctioneer*, [or, *agent of the vendor* ;] and sign an agreement for payment of the remainder to the proprietor, on the day of — day of — next, at —, at which time and place the purchases are to be completed, and the respective purchasers are then to have the actual possession of their respective lots ; all outgoings to that time being cleared by the vendor.

IV. That within — from the day of the sale, the vendor shall, at his own expense, prepare and deliver

* If printed conditions are pasted up in the auction room, where they may be seen, they will be binding on the purchaser, although he did not see them. *3 B. & P. Ca. 271.*

† A bidding at a sale by auction, may be countermanded at any time before the lot is actually knocked down : (*3 Term Rep. 148,*) because the assent of both parties is necessary to make the contract binding ; that is signified on the part of the seller, by knocking down the hammer. Every bidding is nothing more than an offer on one side, which is not binding on either side till it is assented to. If a bidding was binding on the bidder, before the hammer is down, he would be bound by his offer, and the vendor would not, which can never be allowed. 'Tis therefore advisable to stipulate in the conditions of sale, that no person shall retract their bidings, as the countermand of a bidding might in some cases, be of the most serious consequences. *See Sugden, 25.*

an abstract of his title, to each purchaser, or his or her attorney ; and shall deduce a good title* to the lots sold.

V. That upon payment of the remainder of the purchase money at the time above mentioned, the vendor shall convey the lots to the respective purchasers : each purchaser, at his or her own expense, to prepare the conveyance to him or her ; and to tender or leave the same at ——— for execution by the vendor.

VI. That if any of the purchasers shall neglect or fail to comply with the above conditions, his or her deposit-money shall be actually forfeited to the vendor, who shall be at full liberty to re-sell the lot or lots bought by him or her, either by public auction, or private contract ; and the deficiency (if any) occasioned by such second sale, together with all expenses attending the same, shall immediately after the same sale, be made good to the vendor by the defaulter,† at this present sale : and in case of the non-payment of the same, the whole thereof shall be recoverable by the vendor, as and for liquidated damages.

Lastly. That if any mistake be made in the description of the premises, or any other error whatever shall appear in the particulars of the estate, such mistake or error shall not annul the sale ; but a compensation or equivalent, shall be given or taken, as the case may require.

* Where the estate is leasehold, and the vendor cannot produce the lessor's title, this condition should go on thus : “ to the lease granted of the premises ; but the purchaser shall not be entitled to require, or call for the title of the lessor.”

† This condition should never be omitted—it forms a lien on the estate for the purchase money. &c. and if the purchaser do not comply with the conditions, the vendor may, by virtue of this stipulation, re-sell the estate, and recover the deficiency and charges from the purchaser : And if the money produced by the second sale exceed the original purchase money, the purchaser who has violated the agreement will not be entitled to the surplus ; but the vendor himself will be entitled to retain it. *Sugden, 25.*

Condition to be inserted where the Title-deeds cannot be delivered up.

That as the title-deeds which concern this estate, relate to other estates of greater value, the vendor shall retain the same in his custody, and enter into the usual covenants (to be prepared by his attorney and at his expense) for the production of them to the respective purchasers: but all attested copies which may be required of such deeds, shall be had and made at the expense of the person requiring the same.

Where an estate is intended to be sold in lots, and the title-deeds are to be delivered up, the following condition may be inserted:

That as the aforesaid lots are holden under the same title, the purchaser of the largest of the said lots shall have the custody of the title-deeds, upon his entering into the usual covenants for the production thereof to the purchaser or purchasers of the remaining or other of the said lots: such covenants to be prepared by and at the expense of the person or persons requiring the same; who may have attested copies of such deeds, at his, her, or their own expense.

Where the property is considerable, it may be advisable to make a stipulation as to the expense of the attested copies, according to the value of the lots. As for instance:

That all attested copies of the title-deeds shall be made and delivered at the expense of the person requiring the same, unless his or her purchase-money exceeds —, but does not amount to —, in which case the vendor shall furnish the attested copies of all such deeds and writings as shall be deemed necessary, according to professional usage, at the joint expense of him and the purchaser; and if the purchase-money exceeds — the vendor shall furnish the same at his own expense.

Where it is understood, at the time of a sale, that the vendor has only a doubtful title, a provisional clause, to the following effect, might be inserted in the conditions of sale, and articles of purchase: "That if the counsel of the purchaser shall, on the examination of the title, be of opinion, that a good title and conveyance cannot be made of the purchased premises, within the time limited by the articles for the carrying the same into execution, in that case the same articles shall be discharged, and not further proceeded in on either side."

It seems adviseable to have two sets of conditions; at the end of one of which may be printed an agreement for the auctioneer, or agent of the vendor to sign; and at the end of the other may be printed an agreement for the purchaser to sign—thus:

The agreement to be signed by the auctioneer or agent of the vendor, may be thus:

I do hereby acknowledge that *Abel Bion*, has been this day declared the purchaser of lot —, of the estates mentioned in the above written particulars, at the sum of —; and that he has paid into my hands — as a deposit, and in part payment of the said purchase money; and I do hereby agree, that the vendor shall, in all respects, fulfil, on his part, the above written conditions of sale. As witness my hand, this — day of —.

Purchase-money §

Deposit-money §

—

Remainder unpaid §

Witness,

The purchaser may sign the following agreement :

I do hereby acknowledge, that I have this day purchased by public auction, lot — of the estates mentioned in the above written particulars, for the sum of — ; and have paid into the hands of —, the sum of —, as a deposit, and in part payment of the said purchase money ; and I do hereby agree to pay the remaining sum of —, unto —, on or before the — day of — ; and in all other respects, on my part, to fulfil the above written conditions of sale. As witness my hand, this — day of —

Purchase-money £

Deposit-money £

Remainder unpaid £

Witness,

It is generally understood, that some person will bid on the part of the owner ; and it therefore seems to deserve consideration, whether it would not, in most cases, be advisable to give public notice of the owner's intention, previously to the sale. Where public notice is given, the mode least liable to objection seems to be that of reserving a bidding, or stipulating in the conditions of sale, that the owner may bid once in the course of the sale. It may here, however, be proper to observe, that buying in an estate, especially where it is done without public notice, mostly prejudices a future sale. *See Sugden 19.*

It frequently happens that estates advertised to be sold by auction, are sold by private contract, instead of being brought to the hammer, and the sale is not announced to the public till long after fixed for the auction, and even sometimes not till the auctioneer's appearance in

his pulpit. Such a proceeding evidently calls for some remedy ; and it is conceived, that were any person having a *bona fide* intention to buy the estate, has been put to expense in attending at the place appointed for the sale, he may sustain an action for damages against the vendor, or against the auctioneer, if he refuse to disclose the name of his principal ; for notice of an intended sale by auction, seems to be a contract with all the world, and, if so, the owner cannot countermand the sale, and sell by private contract.

To prevent this question arising, it should be stated in the advertisements, that the estate will be sold by auction at the place and time fixed upon, unless previously sold by private contract ; in which case notice of the sale shall be immediately given to the public. See *Sugden* 20.

Covenant.

A Deed of Covenants between a Debtor and his Creditors, whereby he assigns over all his estate (being all personal) to two of them, in trust for themselves and the other Creditors, in order to be distributed among them according to the quantum of their debts, to save taking out a commission of bankruptcy.

This indenture, made the — day of —, between *Adam App*, of — of the one part, and *Bion Bell* and *Caleb Cain*, of — (two of the creditors of the said *Adam App*, as well for and in behalf of themselves, as of all other the creditors of the said *Adam App*, who have herunto subscribed and set their hands and seals)

of the other part. Whereas the said *Adam App* is and standeth indebted, and doth owe unto the said *Bion Bell* and *Caleb Cain*, and other his said creditors, the several debts and sums of money in the schedule hereunder written, intituled the first schedule) particularly mentioned, which he is not at present capable to pay and satisfy : And whereas the said *Adam App*, being willing and desirous to pay and satisfy the said *Bion Bell* and *Caleb Cain*, and other his said creditors, their said respective debts, so far as his household goods, credits, and other personal estate will amount unto and extend, did in order thereunto, at a meeting of his said creditors on the — day of — instant, produce and lay before them a just and true account of all his goods, chattels and credits, and other personal estate whereof he was then possessed, or any ways intituled unto, and then proposed to make an assignment thereof, unto and amongst his said creditors, for and towards payment and satisfaction of their said debts, which said account is in the other schedule hereunto underwritten, (intituled the second schedule) particularly mentioned and expressed; and as to the truth and reality of the said account, the said *Adam App* hath before the executing hereof, made an affidavit before —, one of the judges of the court of common pleas for the county of —, whereupon the said several creditors having considered the circumstances and condition of the said *Adam App*, and from his free confession and full discovery of his said personal estate and effects, and his readiness to make over the same towards payment of his said debts, and that he is no ways capable to make or give them any further or better satisfaction and payment, than by and with the said household goods, credits, and other the personal estate of the said *Adam App*, in the said second schedule mentioned, they have consented and agreed to accept and take an assignment of the same in the names of the said *Bion Bell* and *Caleb*

Cain, in trust as well for themselves as for all other the creditors of the said *Adam App*, in full payment, satisfaction and discharge of the said several debts and sums of money so to them due and owing by and from the said *Adam App*, in the proportions according to the quantum of their respective debts. Now this indenture witnesseth, that for the intent and purpose aforesaid, the said *Adam App*, hath bargained, sold, assigned and set over, and by these presents doth fully, freely, clearly, and absolutely bargain, sell, assign and set over unto the said *Bion Bell* and *Caleb Cain*, at and by the nomination and appointment of all the other creditors of the said *Adam App*, (testified by their signing and sealing of these presents) all and every the household goods, credits, sum and sums of money, and other the personal estate and effects whatsoever of him the said *Adam App*, in the said second schedule hereunder written, particularly mentioned and expressed. And all the estate, right, title, interest, property, claim, and demand whatsoever, both at law and in equity of him the said *Adam App*, of, in, and to the same, and of, in, and to every part and parcel thereof; to have, hold, receive, take and enjoy the said household goods, credits, sum and sums of money and other the personal estate, in the said second schedule hereunto annexed particularly mentioned, and hereby intended to be assigned unto the said *Bion Bell* and *Caleb Cain*, their executors, administrators and assigns: In trust as well for themselves, as for all other the creditors of the said *Adam App*, who have hereunto subscribed and set their hands and seals, their respective executors, administrators and assigns, in equal proportions, according to the quantum of their respective debts. And the said *Adam App*, for the considerations aforesaid, hath made, ordained, constituted and appointed, and by these presents doth make, ordain constitute and appoint, and in his place and stead, put the said *Bion Bell* and *Caleb Cain*, his true and lawful at-

torney and attornies irrevocable, jointly and severally, for and in the name of him the said *Adam App*, or otherwise, to sell and dispose of the said household goods and effects, and also to ask, demand and receive of and from the several persons in the said second schedule named, their respective heirs, executors and administrators, the several sum or sums of money therein mentioned, to be due and owing from them respectively to him the said *Adam App*, and upon receipt thereof or any part thereof to give such acquittances or other discharges for the same, as shall be needful and requisite, and in case of non-payment thereof, or of any part thereof, to use such lawful ways and means for the recovery, getting and obtaining the same, as the said *Bion Bell* and *Caleb Cain*, jointly or severally shall think proper, or shall in that behalf be advised: And the said *Adam App*, doth hereby give and grant unto the said attornies jointly and severally his full and absolute power in the premises, both for receiving and discharging of the same, and doth likewise hereby ratify, confirm, and allow all and whatsoever his said attornies jointly or severally shall lawfully do, or cause to be done in and about the premises, by virtue of these presents, and of the power and authority hereby given them, as firm, valid, and effectual, to all intents and purposes, as if the said *Adam App* was personally present and actually did the same in his own person. And the said *Adam App*, for himself, his executors and administrators, doth covenant, promise and agree to and with the said *Bion Bell* and *Caleb Cain*, their executors, administrators and assigns, that all and every the sum and sums of money in the said second schedule mentioned to be due and owing to him the said *Adam App*, is and now are due, owing and standing out to him the said *Adam App* by and from the several persons therein named, and that he hath not received the same, or any of them; neither will he, his executors or administrators, at any time hereafter

receive the same, or any of them, unless it be at the request and by the direction of the said *Bion Bell* and *Caleb Cain*, upon the trusts herein before declared, and that he the said *Adam App*, his executors or administrators, shall not nor will release or discharge any suit or action, that shall or may be brought or commenced in his name for recovery of any of the said sums of money, unless it be at the like request, and by the like direction of them the said *Bion Bell* and *Caleb Cain*, or one of them : And this indenture further witnesseth, and the said *Bion Bell* and *Caleb Cain*, as well for themselves, their executors, administrators and assigns, as also for all other the creditors of the said *Adam App*, who have hereunto subscribed and set their hands and seals, their several executors, administrators and assigns, do, and each of them doth severally covenant, promise and agree to and with the said *Adam App*, his executors and administrators, by these presents, that they the said creditors, and each of them, for his and her part, shall accept and take the said household goods, credits, sum and sums of money, and other the effects and personal estate of the said *Adam App*, in the second schedule hereunto annexed mentioned, and hereby intended to be assigned, in full payment, satisfaction and discharge of the said several and respective debts to them respectively due and owing in the said first schedule hereunder written mentioned ; and that they the said creditors, and each and every of them, from and after the execution of these presents, shall and will, upon the request, and at the cost and charges of the said *Adam App*, his executors or administrators, duly seal and execute unto him and them general releases, or other sufficient discharges of all actions, accounts, covenants, debts and demands whatsoever, from the beginning of the world to the day of the date of such general release, or discharge : And the said *Bion Bell* and *Caleb Cain*, for themselves, their executors, and administrators do.

and each of them doth covenant promise and agree to and with the said other creditors of the said *Adam App*, who have herunto subscribed and set their hands and seals, their several and respective executors, administrators and assigns, by these presents, that they the said *Thos Bell* and *Caleb Cain*, their executors and administrators, shall and will from time to time, as any monies shall come to their or any of their hands by sale of the said household goods, or by perception of any of the sums of money in the said second schedule mentioned, by virtue of these presents, and the assignment hereby made to them, (all necessary charges and expenses in and about receiving the same being first deducted) well and truly share and divide and pay the same, unto and amongst themselves, and all other the said creditors in equal proportions, according to the quantum of their, and each and every of their respective debt and debts, as the same are mentioned and set down in the said first schedule hereunder written. In witness, &c.

Deed of Covenant from the original Landlord of other Houses, to a Lessee of another Tenement, to have the benefit of Lights, &c.

To all persons to whom this present writing shall come *Felty Snow*, of —, gentleman, sendeth greeting. Whereas the said *Felty Snow*, is seized to him and his heirs of and in a certain piece of ground, and several messuages or tenements erected, called or known by the name of ——— otherwise ———, situate in the town of ———, now in the tenure or occupation of him the said *Felty Snow*, his under tenants or assigns. And whereas *Frances Poe*, of —, widow and relict of the late *Henry Poe*, late, &c. yeoman deceased is interested and possessed of and in a certain messuage or tenement, with its appurtenances, commonly called or known by the

name or sign of the *Sugar Loaf*, situate in the town of —, which at the time of the said *Henry Poe's* death, and for several years were in the possession of him the said *Henry Poe*, his under-tenants or assigns. And whereas there are several window lights on the north side of the said messuage or tenement, late in the possession of him the said *Henry Poe*, and now of the said *Frances Poe*, which open or look into the said ground called —, belonging to the said *Felty Snow*, as aforesaid; and it is affirmed and insisted upon by the said *Felty Snow*, that the landlord of the said messuage or tenement called the *Sugar Loaf* had no right to make the said window lights to open or look into the said ground of the said *Felty Snow*, and therefore the said *Felty Snow* in the lifetime of the said *Henry Poe*, did erect blinds against the said window lights, to prevent and obstruct the said *Henry Poe* from having the benefit of the said lights into the said ground of the said *Felty Snow*, and therefore the said *Henry Poe*, in his lifetime did come to an agreement with the said *Felty Snow*, to pay him a certain sum of money for the benefit of the said lights for a certain term of years to come, rather than engage himself in a suit of law with the said *Felty Snow*, touching the right thereof: And whereas since the death of the said *Henry Poe*, the said *Frances Poe* hath come to an agreement with the said *Felty Snow*, to give him — dollars for the peaceable enjoyment of the said lights, for such a term of years as is hereinafter mentioned: Now know ye, that the said *Felty Snow*, for and in consideration of the said sum of — dollars, to him in hand paid by the said *Frances Poe*, at or before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged, doth for himself, his executors and administrators, covenant, promise and agree to and with the said *Frances Poe*, her executors and administrators, by these presents, that she the said *Frances Poe*, her executors and administra-

tors, and all other the tenants and occupiers of the said messuage or tenement called the *Sugar Loaf*, shall and may from time to time, and at all times hereafter, for and during and until the — day of —, which will be in the year of our Lord —, peaceably and quietly hold, possess and enjoy the full and free liberty, benefit and advantage of the said several lights into the said ground called —, in such manner as they now are and have been heretofore held and enjoyed by the tenants and occupiers of the said messuage or tenement called the *Sugar Loaf*, without any manner of let, hindrance, molestation or interruption of or by the said *Petty Snow*, his heirs, executors, administrators or assigns, or any or either of them, or of or by any other person or persons whatsoever, having or claiming any right, title or interest of, in or to the said piece or parcel of ground called —. In witness, &c.

From the Obligees to one of the Obligors in a Bond for payment of Money ; that in consideration of Money in hand paid, they will not demand nor sue for the Money in the Bond within a certain time.

To all to whom these presents shall come, *Abner Bee* and *Caleb Cone*, of —, send greeting. Whereas *Daniel Doe*, and *Richard Roe*, of —, by obligation under their hands and seals, bearing date the — day of —, stand bound unto the said *Abner Bee* and *Caleb Cone*, in the sum of — dollars, conditioned to be void on payment of — dollars, on the — day of —, as by the said obligation, reference being thereunto had, may appear. Now know ye, that they the said *Abner Bee* and *Caleb Cone*, for and in consideration of the sum of —, to them in hand, at and before the sealing and delivery of these presents, by the aforesaid *Daniel Doe*, truly paid, the receipt whereof is

hereby acknowledged, and for other good and substantial reasons, that they the said *Abner Bee* and *Caleb Cone*, for themselves severally and respectively, and their several and respective executors and administrators, and not jointly, nor one for the other, do covenant, promise and agree to and with the said *Daniel Doe*, his executors and administrators, by these presents as followeth, viz. That they the said *Abner Bee* and *Conrad Cone*, their executors and administrators; nor any of them, shall or will, at any time or times hereafter, for and during the time and space of — years next ensuing the date of these presents, sue for, demand, or expect to have received or be paid of, from, or by the said *Daniel Doe*, his executors or administrators, any sum or sums of money, consideration, benefit or advantage, upon, for, or in respect of the said bond or obligation, in any manner of wise, nor shall or will at any time during the said term, sue, arrest, attach, molest, seize, extend or take in execution the said *Daniel Doe*, or his executors or administrators, or his lands, goods or chattels, for or in respect of the said bond or obligation, or any sum or sums of money therein, or in consideration thereof, or thereon due, or to grow due or payable. In witness, &c.

*Deed of Covenant to hold parts of a Ship to be built,
and to pay proportions of the prime cost and outset.*

We whose hands and seals are hereunto set, do for ourselves, our executors and administrators, severally and respectively, and not jointly, nor one for the other, or for the executors and administrators of the other, covenant, promise and agree, to and with *Jacob Jones*, of —, merchant, his executors, administrators or assigns, by these presents, that each of us will hold and be concerned in the several parts by us respectively

subscribed with our names to these presents, of and in a new ship or vessel, to be of the burthen of — tons, or thereabouts, for the building whereof the said *Jacob Jinks*, hath, at our request, and with our consent, contracted and agreed with *Thos West, shipwright*, by articles of agreement bearing date the — day of — instant, of which ship, when built and finished, we also agree that *Martin Old*, of —, shall go and be master. And that each of us respectively will pay our full proportion, according to our parts in the said ship hereunder subscribed, of the sum of money to be paid for the building of the said ship, at the times and in manner as the same shall become due by the said contract or agreement in that behalf; and likewise of the charge of the outfit and fitting the said ship to sea for such a voyage, as the major part of the owners thereof, according to their parts therein, shall agree and think fit. In witness, &c.

That several Merchants shall be equally concerned in a Ship's Cargo.

Whereas the several persons hereunder subscribed, have agreed to make up the sum of — dollars, between them, which is to be laid out in a cargo of goods, to be sent to —, in such a ship as they, or the major part of them, agree for that purpose; and that the said cargo shall be there sold and disposed of by *Samuel Shaw*, who they also agree shall be supercargo thereof, and that the effects thereof shall be brought to —, in the said ship. Now the said several subscribers do hereby severally and respectively, and for their several and respective heirs, executors and administrators, only and not jointly, nor one for the other, nor for the other's act, covenant, promise and agree, to and with the other and others of them, their and each of their

heirs, executors and administrators, that each of them shall and will be concerned for profit and loss of and in the said cargo, according to their respective parts thereof hereunder subscribed; and that each of them will pay their several proportionable parts of the costs thereof, according to their respective parts subscribed as aforesaid. In witness, &c.

Deed of Covenant to produce Deeds.

This indenture made the — day of —, between *John More*, of —, of the one part; and *Miles Holt*, of —, of the other part. Whereas the said *John More*, or some person in trust for him, is seized in fee of and in four sixth parts, and the said *Miles Holt*, or some person in trust for him, of and in the remaining two sixth parts, of several messuages or tenements, lands and premises, situate and being at —, whereof the premises demised by the four several indentures of lease (the counterparts whereof are mentioned in the schedule hereunder written) are part: And whereas the said counterparts of the said indentures of lease, are put into the hands of the said *John More*, (he having the greatest interest in the said premises) on his the said *John More's* promise to produce the same to, and permit copies thereof to be taken by the said *Miles Holt*, his heirs or assigns, as hereafter mentioned: Now this indenture witnesseth, and the said *John More*, in pursuance of the said agreement, doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said *Miles Holt*, his heirs and assigns by these presents, in manner and form following, that is to say, that he the said *John More*, his heirs, executors, administrators and assigns, or some or one of them shall and will from time to time and at all times hereafter, during the respective terms to come in the leases, the counterparts whereof are

mentioned in the schedule hereunder written, at the reasonable request, and at the costs and charges of the said *Miles Holt*, his heirs and assigns, produce and shew forth, or cause to be produced and shewn forth in any court or courts of record, or otherwise howsoever, the said counterparts of leases, or any or either of them (provided they are not destroyed by fire or other inevitable accident) and also permit and suffer him the said *Miles Holt*, his heirs or assigns, to have recourse to peruse or take copies thereof (provided the same shall not be destroyed as aforesaid) when and as often as he the said *Miles Holt*, his heirs or assigns shall require the same. In witness, &c.

For Tonnage.

Whereas *Amos Man*, master of the ship *Cyntbia*, burthen — tons, now lying in the port of —, is bound out and intends to sail in and with the said ship with the first fair wind, after the — aforesaid to —, and to stay — days, to take in the said ship's loading, and the said time being expired or the said ship sooner dispatched to return to —, and deliver the said loading in — days, and there to end her voyage: Now these presents witness, that each of us the said several persons, who have signed and sealed these presents, hath hired and taken, and doth hereby agree to take the several proportions of the said ship's tonnage by us respectively subscribed with our names to these presents, and therefore each of us for himself, his executors, administrators and assigns, severally and respectively, doth hereby covenant and agree to and with the said *Amos Man*, his executors, administrators or assigns, that each of us, our executors, factors or assigns, shall and will lade or tender to be laden aboard the said ship at — aforesaid, such a quantity, and so

much goods and merchandises as will fully load the several parts of the said ship's tonnage, by us respectively subscribed as aforesaid, and will respectively dispatch the said ship at —, within the said — days after her arrival there, and within — days after the said ship's arrival at —, will receive and discharge our respective goods, from aboard the said ship, and discharge the said ship out of our service; and also shall and will truly pay or cause to be paid, unto the said *Amos Man*, his executors, administrators or assigns, freight for our respective parts of the said ship's tonnage, at and after the rate of — per ton, for every ton of the said goods which the said ship shall deliver to us, our executors, administrators or assigns respectively at —, and proportionably for a lesser quantity than a ton, accounting the tonnage as followeth, viz. of hemp, &c. and will severally pay the said freight to grow due as aforesaid, &c. to the payment and performance of all which said several covenants and agreements herein contained, each of us bindeth himself, his heirs, executors and administrators, and his goods severally and respectively, and not jointly, nor one for the other, unto the said *Amos Man*, his executors, administrators or assigns, in double the value of the freight, to be paid by each of us respectively for the several parts of the said ship's tonnage by us respectively subscribed as aforesaid, firmly by these presents. In witness, &c.

The beginning of a Covenant of one Person to one Person.

And the said *Adam Bend*, for himself, his heirs, executors and administrators [or, *for himself, his executors and administrators, without the word heirs, as the case requires*] and for every of them, doth covenant, promise and agree, to and with the said *Caleb Dyn*, his heirs, executors and administrators, [or, *his*

heirs and assigns ; or, his executors, administrators and assigns, as the case requires] by these presents, in manner and form following, that is to say : That, &c.

Introductory part of a joint Covenant to one Person.

And the said *Abel Banks, Caleb Duck, and Enos Frey*, for themselves, their heirs, executors and administrators, and for every of them, do covenant, promise, grant and agree to and with the said *George Hurd*, his heirs and assigns, by these presents, in manner following, that is to say : &c.

Introductory part of a joint and several Covenant.

And the said *Abel Bend, Caleb Dun, and Enos Fen*, for themselves, their heirs, executors, administrators and assigns, and for every of them, do jointly and severally, covenant, promise and grant to and with the said *George Hoge*, his executors, administrators and assigns, by these presents, in manner following that is to say :

Introductory part of a several Covenant.

And the said *Abel Barnet, Caleb Dun, Enoch Frey*, and *George Hunt*, for themselves severally and respectively, and for their several and respective heirs, executors and administrators, do separately, and not jointly, or the one for the other or others of them, or for the heirs, executors or administrators, acts or deeds of the others of them, but each and every of them for himself only, and for his heirs, executors and administrators acts and deeds only, do covenant, promise, grant and agree to and with the said *Wirk Lyon*, his heirs, and assigns, by these presents, in the manner following, that is to say, &c.

Introductory part of a Covenant, where Husband covenants for himself and Wife.

And the said *Abel Bend*, for himself, his heirs, executors and administrators, and for and on the behalf of the said *Catharine*, his wife and her heirs, doth covenant, promise, grant and agree to and with the said *Daniel Est*, his heirs and assigns, by these presents, in manner following, that is to say : That, &c.

Warranty.

And the said *Abel Bell*, for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *Caleb Doe*, his heirs and assigns, by these presents, that he, the said *Abel Bell*, and his heirs, the said above mentioned and described messuage or tenement, and tract of land,—hereditaments and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said *Caleb Doe*, his heirs and assigns, against him, the said *Abel Bell*, and his heirs, and against all and every other person and persons whomsoever, lawfully claiming, or to claim, by, from or under him, them, or any of them, shall and will warrant and for ever defend, by these presents.

☞ For the difference between a *general* and *special* warranty, see page 234.

For further Assurance.

And further, that he the said *Abel Bell*, and his heirs, and all and every other person or persons lawfully claiming, or to claim, by, from or under him, them, or any of them, shall and will, from time to time, and

at all times hereafter, upon the reasonable request, and at the proper costs and charges in the law of the said *Caleb Doe*, his heirs and assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act or acts, deed or deeds, device and devices in the law, whatsoever, for the further, better, more perfect and absolute assurance and confirmation of the said messuage or tenement, &c. hereditaments and premises, hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said *Caleb Doe*, his heirs and assigns, as by him or them, or by his or their counsel learned in the law, shall be reasonably advised, devised or required.

For Quiet Enjoyment.

And the said *Abel Bell*, for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *Caleb Doe*, his heirs and assigns, by these presents, that he, the said *Caleb Doe*, his heirs and assigns, shall and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the said messuage or tenement, &c. hereditaments and premises, hereby granted or mentioned, or intended so to be, with the appurtenances, without the lawful let, suit, trouble, hindrance or molestation of the said *Abel Bell*, his heirs or assigns, or of any other person or persons whatsoever, by or with his, their, or either of their act, means, consent, privity or procurement. In witness whereof, the said parties, &c.

For peaceable Enjoyment in an Assignment of a Lease.

And the said *Martin Cane* and *John Shaw*, for themselves severally, and for their several and respective heirs and assigns, do hereby covenant, promise and grant to and with the said *John How*, and *Abel Turner*, their executors, administrators and assigns, by these presents, that they the said *John How* and *Abel Turner*, their several and respective executors, administrators and assigns, paying the said yearly rent and performing, fulfilling, and keeping all and singular the covenants and agreements in these presents reserved and contained, on their parts to be paid, done and performed, shall or lawfully may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said premises hereby demised, with their and every of their appurtenances during the said term hereby granted, without any let, suit, trouble, denial, eviction, ejection, molestation or hindrance of or by the said *Martin Cane* and *John Shaw*, or either of them, their or either of their heirs or assigns, or of or by any other person or persons whomsoever lawfully claiming or to claim, by, from or under them, any or either of them, or by or through their, any or either of their means, default, consent or procurement. In witness, &c.

Against Incumbrances.

And the said *Amos Bane* and *Caleb Dun*, for themselves, their heirs, executors and administrators, do severally, and not jointly, nor the one for the other, or for the act or deed of the other, but each for his own acts only, covenant, promise, grant and agree, to and with the said *Enoch Frey*, his heirs and assigns, by these presents, that they the said *Amos Bane* and *Caleb Dun*, have not heretofore done, committed, or witting-

ly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are or shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever. In witness, &c.

Another.

And the said *Alice Jones*, for herself, her heirs, executors and administrators, and for every of them, doth, by these presents, covenant, promise and agree, to and with the said *Iset Snem*, his executors, administrators and assigns [*thus you say in an assignment, but in a release in fee, &c. say, heirs and assigns,*] in manner and form following, that is to say, that the the said *Alice Jones*, hath not at any time heretofore [*if in an assignment by an executor say, that neither the said John Jones deceased, in his life-time, nor the said Alice Jones, since his death hath made, &c.*] made, done, committed, or wittingly or willingly suffered any act, deed, matter or thing whatsoever, whereby, or by means or occasion whereof, the hereinbefore assigned messuages, or tenements and premises [*or in a release in fee, say, the hereditaments and premises hereinbefore mentioned, or intended to be by him hereby released: or in a deed of partition say, the tenements and premises herein before elected, allotted and limited for the part and share of the said — in the said hereby granted and released premises.*] or any part thereof, are, is, shall or may be in any wise impeached, charged or incumbered in title, charge, estate or otherwise howsoever. In witness, &c.

That Vendor shall have room and liberty for Threshing, &c. his Grain, &c. and room for Servants, Horses, &c. till his Stock can be carried away.

And the said [purchaser] doth hereby covenant and agree, that until the said [vendor] his heirs, executors, administrators or assigns, can conveniently thresh out, sell, carry away, or otherwise dispose of his corn, grain, hay, fodder, and other stock now being upon the premises, or any part thereof, he and they shall have and enjoy suitable barn-room and other conveniences upon the premises, wherein to lodge, lay up, and bestow such corn, grain and hay as aforesaid, and likewise suitable house-room for his and their servants, agents and horses to be employed for the purposes aforesaid, together with free liberty of ingress, egress, regress, way and passage to go, come, thresh out, fetch and carry away the same corn, grain, hay, fodder and other stock, and every or any part thereof, in or over any necessary part of the said purchased premises, doing no wilful damage to the same. In witness, &c.

That if a good Title cannot be made on or before a certain day, the premises shall stand as a security, &c.

It is hereby further agreed and declared by and between all the said parties to these presents, and particularly the said [vendors] do hereby agree and declare, that in case they cannot make out a good title to, and execute and perfect such conveyances and assurances of the premises as aforesaid, on or before the — day of — now next ensuing, then the said premises, &c. and every part thereof, shall remain and be a security to the said [purchaser] for securing to him, his executors, administrators and assigns, the repayment of the said sum of — dollars, &c. now by him paid as aforesaid, at or upon the said — day of — now

next ensuing, together with interest for the same, after the rate of six per centum from henceforth, in the mean time, and until payment thereof, which in such case they the said [*vendors*] do hereby for themselves severally and respectively, and for their several and respective heirs, executors and administrators, promise and agree to pay accordingly, and then also in such case all such rents, issues and profits as he the said [*purchaser*] shall have received by or out of the premises as aforesaid, shall be deemed and allowed by him in part of payment of the same — dollars, and interest. In witness, &c.

Not to assign the Premises without notice to the Lessor.

And also that the said *Ann Smith*, her executors, administrators or assigns, shall not nor will during the said term hereby leased, or any part thereof, transfer or assign over, let, set, or mortgage the said messuages and premises, or any part thereof, for the said term of — years or any part thereof, to any person or persons whomsoever, without giving notice thereof in writing under their hands unto the said *David Dent*, or his assigns, during the life of the said *David Dent*, or after his decease to such other person or persons, who for the time being, shall be entitled to the next and immediate reversion of the said leased premises expectant on the determination of the said term, or in his or their absence, to his or their generally reputed agent, or receiver of the rents of the premises for the time being. In witness, &c.

That Lessee shall not be chargeable for any Accident by Fire.

And lastly, it is covenanted, concluded, and agreed, by and between the said parties to these presents, that

the said *Amos Bend*, his executors, administrators or assigns, shall not by virtue of these presents, or any article, clause or agreement herein contained, be chargeable or charged with, or answerable for any accidents of fire, which shall happen during the continuance of this demise, and that such accidents of fire are wholly excepted out of the beforementioned covenants for keeping and leaving the premises in repair; and the said *Amos Bend*, his executors, administrators and assigns, are not, by color of any clause in these presents contained, to answer or make good any such accidents, or any damage occasioned thereby, but that the same are to be borne by the said *Titus Poe*, his heirs or assigns; any thing in these presents contained to the contrary in any wise notwithstanding. In witness, &c.

From the Assignee of Leases, to indemnify the Lessee from Rents and Covenants. Usually inserted in an absolute Assignment of a term.

And lastly, that the said *Jane Shaw*, for herself, her executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said *Ann Jones*, her executors and administrators, by these presents, that she the said *Jane Shaw*, her executors, administrators and assigns, shall and will from time to time, and at all times hereafter, during the now residue of the several terms of — years and — years, pay and discharge the said several yearly ground rents of — and — by the said two several recited indentures of lease respectively reserved, to the proper persons intitled to receive the same, and also perform and keep all and every the several covenants, conditions and agreements, therein contained, and which from henceforth during the now residue of the same several terms on the lessee's part are to be paid and performed, and thereof and therefrom shall and will from time to

time, and at all times hereafter, well and sufficiently save, keep harmless and indemnified the said *Jane Jones*, her executors and administrators, and her and their real and personal estates, of and from all actions, suits, costs, charges, and damages, which she or they then or may pay or sustain for or by reason or in respect of her the said *Jane Jones*, her executors, administrators or assigns non-payment of the said several yearly rents, or the non-performance of any of the covenants in the said indentures of lease referred and contained, and also of and from all actions and suits to be brought by or prosecuted in the name of the said *Jane Jones*, her executors or administrators, for the recovering of the said hereby assigned monies, by virtue of the power and authority hereby given to the said *Jane Shaw*, her executors, administrators and assigns, for that purpose, and also of and from all costs and charges touching the same. In witness, &c.

Another in fewer Words.

That he the said *Titus Hoe*, his executors, administrators or assigns, shall and will at all times from henceforth pay all rents payable on the said assigned lease, and perform and keep all and singular the covenants and agreements which on the lessee's or assignee's parts and behalfs are and ought to be done and performed in respect of the said premises, and save harmless and keep indemnified the said *Henry Doe*, his executors, and administrators, of and from the same, and all damages and expenses which may happen to him or them, or any of them, by reason of the non-payment or non-performance thereof. In witness, &c.

*To pay Rent, and perform Covenants in a Lease
assigned.*

To all to whom these presents shall come, *John Kline*, of —, yeoman, sends greeting: Whereas *John Cone*, of —, blacksmith, by his indenture of lease, bearing date the — day of —, did demise and let unto *Win Cone*, of —, [*recite the lease.*] And whereas *Win Cone*, by a writing or indorsement on the said recited lease under his hand and seal, bearing date the — of — last, for the considerations therein mentioned, hath assigned and set over unto the said *John Kline*, the said recited lease and premises thereby granted, with the appurtenances, and all his estate, right, title, claim and interest whatsoever therein, to hold the same, under and subject to the rents and covenants thereby reserved and contained, on his and their parts to be paid and performed, as by the said recited lease and indorsement thereon, relation being thereunto had may appear. Now these presents witness that the said *John Kline*, doth hereby, [*covenant, &c. to and with the said Win Cone*], that he the said *John Kline*, his executors, administrators and assigns, shall and will from the — day of — next ensuing the date hereof, for all the residue of the said term of — years, by the said recited lease granted, well and truly pay or cause to be paid the said yearly rent thereby reserved, in manner as the same shall become due and payable, and will also from time to time and at all times hereafter, observe, perform, and keep, all the covenants, articles, clauses, and agreements, therein contained, which on the tenant's or lessee's part of the said premises are and ought to be paid, done and performed; and thereof and therefrom, and from all actions, suits, costs and damages, by reason thereof, or the non-payment or non-performance thereof in any wise, shall and will at all times hereafter well

and sufficiently save and keep harmless and indemnified the said *Wine Cone*, his heirs, executors, administrators and assigns, his and their lands, tenements, goods and chattles, and every of them. In witness, &c.

As to a Lessor's insurance of Premises, and that Lessee may quit at any time during the term on giving one year's notice.

And the said *John Noaks*, for himself, his heirs and assigns, [as to quiet enjoyment, &c.] And that he the said *John Noaks*, his heirs and assigns, or some of them, shall and will at his and their, or some or one of their own proper costs and charges forthwith insure upon the said two messuages or tenements, with the buildings and appurtenances thereunto belonging, the sum of ——— dollars, from loss against fire in the office of insurance called the ———, or in some other good sufficient office, and shall keep and continue so insured during the said term hereby demised, and also shall and will, at his and their like costs and charges, rebuild or make good, as occasion shall require, the said messuages or tenements, with the buildings and appurtenances thereunto belonging, if the same at any time during the said term shall happen to be burned, blown up, or damaged, by or by means of any fire, in as reasonable time as the same can be rebuilt, repaired and made good in, after such fire, blowing up, or damages shall so happen to the same, to and for the use, benefit, and occupation of the said *Caleb Tucker*, his executors, administrators and assigns, during the continuance of this demise, according to the true intent and meaning of these presents. And lastly, it is hereby mutually covenanted, agreed and declared by and between the parties hereto, for themselves, and for their respective executors, administrators and assigns, and the true in-

tent and meaning of them and of these presents is, that if the said *Caleb Tucker*, his executors, administrators or assigns, shall be minded or desirous to leave or surrender up the said demised premises, with the appurtenances, at the end of any one year of the said term of *forty-two* years hereby demised, and of such his or their mind and intention shall give or leave notice or warning in writing to or with the said *John Noaks*, his heirs or assigns, by the space of *two* months at least next before the expiration of such *one* year of the said term of *forty-two* years, whereof such notice shall be given for leaving the said premises as aforesaid, that then and in such case it shall and may be lawful to and for the said *Caleb Tucker*, his executors, administrators and assigns, so to do, and thereupon the remainder of the time and term hereby demised, which shall be then to come and unexpired, at the expiration of such notice or warning shall cease, determine, and be utterly void, as if the same had not been demised or granted for such further time or term, and this present indenture of lease shall then be esteemed, deemed and taken to be fully expressed and determined, any thing herein contained to the contrary thereof notwithstanding. In witness, &c.

That the Tenant shall lay out, &c. in Repairs.

And the said *Abel Bell*, in consideration of these presents, and the covenants and agreements herein contained, doth covenant, promise and agree, to and with the said *Caleb Doe*, his heirs and assigns, that he the said *Abel Bell*, his executors, administrators or assigns, shall and will within — months next after the date hereof, lay out and expend the sum of —, in repairing, amending, adorning and beautifying the said messuage or tenement hereby demised, or shall and will,

at his own proper cost and charges, well and sufficiently put the said messuage or tenement hereby demised in a good, sufficient, substantial and tenantable repair, and patiently and well [insert the particulars agreed on.] In witness, &c.

That Lessee may take down and carry away such and such Things at the end of the term, unless the Lessor will pay for them.

And the said *Conrad Doe*, for himself his heirs and assigns, doth covenant, promise and agree to and with the said *Adam Bend*, his executors, administrators and assigns, by these presents, that it shall and may be lawful to and for the said *Adam Bend*, his executors, administrators or assigns, or any of them, at the end of the said ——— years, or other sooner determination of these presents, to take down and carry away [*such and such things,*] erections, buildings, furnitures, and ornaments, as he or they shall during the said term, have fixed, erected, and set up, in, about or upon the said premises, doing as little damage to the said messuage or tenement as he possibly can, unless the said *Conrad Doe*, his heirs or assigns be willing to have and keep the same, and thereof shall give notice to the said *Adam Bend*, and shall and do pay, or cause to be paid, unto the said *Adam Bend*, his executors, administrators or assigns, so much money for the same as they shall be reasonably valued at by two indifferent persons, the one to be chosen by the said *Adam Bend*, his executors, administrators or assigns, and the other by the said *Conrad Doe* his heirs or assigns. In witness, &c.

That Lessee may deduct the Charges of Repairs out of his Rent.

And also, that it shall and may be lawful to and for the said *Adam Bend*, his executors, administrators and

assigns, to retain, deduct and keep out of every year's rent, agreed to be paid to the said *Caleb Doe*, his heirs or assigns, as aforesaid, all and so much money as he the said *Adam Bend*, his executors, administrators or assigns, shall from time to time, during the said term, have paid for taxes agreed to be paid by the said *Caleb Doe*, his heirs and assigns; and also for such repairs, amendments and additions, by him made or done, or caused to be made and done in & about the premises, by and with the consent or direction of the said *Caleb Doe* his heirs or assigns, or without, so that such money be laid out and expended in repairing and supporting the said premises, or some part thereof. In witness, &c.

That Lessee shall not assign his Lease or let the Premises, &c.

And the said *Abel Belt*, for himself, his heirs, executors and administrators, doth further covenant, promise and agree to and with the said *Caleb Doe*, his heirs and assigns, that he the said *Abel Belt*, his executors or administrators, shall not, nor will at any time or times hereafter, during the continuance of this demise, assign or set over this present indenture of lease, or lease, set, or let, the said premises hereby demised, or any part thereof, for all or any part of the term hereby granted, to any person or persons whomsoever, (using or exercising the trade or business of victualler, butcher, &c.) nor shall nor will make or do, or cause to be made or done, any addition, diminution, or alteration whatsoever, into or about the messuage, or tenement hereby demised, without license and consent of the said *Caleb Doe*, his heirs or assigns in writing first had and obtained, for all and every one of the purposes aforesaid. In witness, &c.

That Lessee if desirous may leave the Premises within the term.

And lastly, it is hereby covenanted and agreed, by and between the said parties hereto, and it is the true intent and meaning of these presents, that if the said *Abel Beck*, his executors, administrators and assigns, shall be minded and desirous to leave, yield and give up the said premises hereby demised, at the end of — years, or — years next after the commencement of this present demise or lease, and shall leave or give *six* months notice of such his or their mind and desire in writing under his or their hands, unto or for the said *Caleb Doe*, his heirs or assigns, immediately preceding either of the said terms of — or — years; this present indenture, and the term and estate hereby granted shall cease, determine and be utterly void, any thing herein contained to the contrary thereof in anywise notwithstanding. In witness, &c.

That the Lease is valid; and that the Parties have a right to Assign.

And the said *Joseph King*, for himself, his heirs, executors, and administrators, doth covenant, promise and agree to and with the said *Paul Poe*, his executors, administrators and assigns, by these presents in manner following, that is say: That the said recited indenture of lease made and granted to the said *David Gow*, as aforesaid, at the time of the sealing and delivery of these presents is good and effectual and valid in the law, of and for the premises thereby demised, and that the same and the term of years thereby leased are now in being, and in no wise forfeited, surrendered, incumbered, or become void or voidable; and that they the said *John Jones* and *Joseph King*, &c. or one of them hath, in themselves or himself good right, full power,

true title, and lawful and absolute authority to grant, bargain, sell, assign, transfer and set over the premises meant or intended to be hereby assigned, with their and every of their appurtenances unto the said *Paul Poe*, his executors, administrators and assigns, in manner and form aforesaid. In witness, &c.

From two Lessees to Repair and peaceably to yield up.

And the said *John Handle* and *Ann Atkins*, for themselves severally and respectively, and for their several and respective executors, administrators and assigns, do covenant, promise and agree to and with the said *Mary Cole* and her assigns, and also to and with the person or persons that shall be intitled to the freehold or reversion and inheritance of the said premises from and after her decease respectively by these presents in manner and form following, that is to say : That they said the *John Handle* and *Ann Atkins*, severally and respectively, and their several and respective executors, administrators and assigns, or some or one of them shall and will from time to time during the said term hereby granted, at his, her, or their own proper costs and charges when and as often as need shall require, well and sufficiently repair, uphold, support, sustain, maintain, pave, purge, scour, cleanse, ditch, fence, empty, amend, and keep the said messuages, or tenements, grounds, and premises hereby demised ; and all other buildings and erections, which during the term hereby granted shall be erected and built on the said demised piece or parcel of ground and premises, and all the walls, posts, pales, rails, fences, pavements, grates, privies, sinks, drains and water-courses thereto belonging, and which shall belong to the same, in, by and with all and all manner of needful and necessary reparations, cleansings, and amendments whatsoever ;

and the said messuages or tenements and premises, and every part thereof, with the appurtenances, and all the walls, fences, pavements, sinks, flwers, drains, and water-courses thereto belonging, so being in all things well and sufficiently repaired, upheld, supported, sustained, maintained, paved, purged, scoured, cleaned, ditched, fenced, emptied, amended and kept, shall and will at the expiration, or other sooner determination of this present lease (which shall first happen) peaceably and quietly leave, surrender and yield up, unto such person or persons as shall be then intitled to the freehold or reversion and inheritance of the said premises.

To Repair the Premises, having an Allowance of Materials.

And also that he the said *Caleb Crow*, his executors, administrators or assigns, shall and will at his and their own proper costs and charges from time to time and at all times during the continuance of this demise, when, where, and as often as need or occasion shall be or require, well and sufficiently repair, uphold, support, sustain, maintain, amend, preserve and keep the said messuages or tenements, out-houses and buildings hereby demised, and all the walls, hedges, fences, gates, files, bridges, and inclosures thereunto belonging, in, by and with all and all manner of needful and necessary reparations, and amendments whatsoever, being allowed on the said premises, or within — distance therefrom, rough timber on the stem, bricks, tiles and lime, for the doing thereof, to be carried to the said demised premises at the charge of the said *Caleb Crow*, his executors, administrators or assigns, (casualties happening by fire without the wilful default of the said *Caleb Crow*, his executors, administrators or assigns, and also by

lightning and tempest only excepted; (provided such damages exceed at any one time — dollars.) otherwise to be repaired by the said *Galeb Crow*, his executors, administrators or assigns being allowed rough timber, bricks, tiles, and lime for the doing thereof as aforesaid.

To Paint the outside of the House every third year, and to surrender with certain fixtures.

And also that he the said *Joseph James*, his executors, administrators and assigns, shall and will at his and their own proper costs and charges, well and sufficiently paint all the outside wood, and iron-work belonging to the said hereby demised messuage or tenement and premises every third year during the continuance of the said term of — years hereby demised; and at his and their like proper costs and charges, from time to time, and at all times during the continuance of the said term, when, where, and as often as need or occasion shall be and require, well and sufficiently repair, uphold, support, maintain, glaze, pave, purge, scour, cleanse, empty, amend, and keep all the glass windows of and belonging to the said messuage or tenement and premises hereby demised, and all the wain-scots, rooms, floors, partitions and cielings, and all the inside of the said messuage or tenement, together also with the tileing thereof, and all walls, rails, fences, pavements, grates, privies, sinks, drains, wells, and water-courses thereto belonging, or which shall belong to the same, in, by and with all and all manner of needful and necessary reparations, cleansing and amendments whatsoever (casualties happening by fire only excepted). And the said messuage or tenement and premises, with the walls, rails, fences, pavements, grates, privies, sinks, drains, wells and water-courses thereto belonging, be-

ing in every respect so well and sufficiently painted, repaired, upheld, supported, sustained, maintained, glazed, paved, purged, scoured, cleansed, emptied, amended, and kept, shall and will at the expiration or other sooner determination of the said term hereby granted peaceably and quietly leave, surrender and yield up unto the said *Samuel Soames*, his executors, administrators or assigns; together with all and singular the doors, locks, keys, bolts, bars, wainscots, chimney pieces, windows, window-shutters, partitions, dressers, shelves, water-pipes, rails and other things mentioned and expressed in the schedule or inventory hereunder written, in as good plight and condition as the same now are (reasonable use and wear thereof, in the mean time, casualties happening by fire only excepted.)

From Lessee to New Rip and Tile the top of the House within the last seven years of the term.

And moreover, that he the said *Joseph Jones*, his executors, administrators or assigns, shall and will at some convenient time or times, within and during the last seven years of the said term of — years hereby demised (in case the same shall so long continue) at his or their own proper costs and charges, in a good, substantial and workman-like manner, well and sufficiently new rip and tile, or cause to be new ripped and tiled, the top of the said messuage or tenement with good and proper tiling.

To permit Lessor to take the Bark and Tops of Trees cut down for Repairs.

And also, that he the said *Caleb Crow*, his executors, administrators or assigns shall and will permit and

suffer the said *Mary Meux* and her assigns, during such part of the term hereby demised as she shall happen to live, and from and after her decease such person or persons as shall from thenceforth during the then remainder of the said term, be intitled to the freehold and inheritance of the said premises, to have and take the bark and tops of the trees which shall be cut down for the repairs of the premises as aforesaid, to and for her and their own use.

That the Lessor may enter to View the Repairs.

And further that it shall and may be lawful to and for the said *Molly Meux* and her assigns during such part of the term hereby demised as she shall happen to live, and from and after her decease to and for such person or persons as shall from thenceforth during the term residue of the said term be intitled to the freehold and inheritance of the said premises with workmen or others in her or their company or without twice or oftener in every year during the term hereby granted at seasonable times in the day time, to enter and come into and upon the said demised premises or any part thereof, there to view, search, and see the estate and condition of the reparations of the same, and of all defaults, defects or want of reparations which upon every or any such view shall be from time to time found, to give or leave notice or warning thereof in writing at the said demised premises, unto and for the said *Caleb Crow*, his executors, administrators or assigns, to repair and amend the same within the space of two months then next following within which said time and space of two months next after every such notice or warning he the said *Caleb Crow*, his executors, administrators or assigns, shall and will repair and amend the same accordingly, being allowed such materials for the doing thereof as aforesaid (except as hereinbefore is excepted.)

Another.

And further, that it shall and may be lawful, as well to and for the said *Samuel Soames*, his executors, administrators, and assigns, as the chief landlord for the time being, of the said hereby demised premises, with workmen or others, in his, their, or any of their company, or without, twice or oftener in every year during the said term hereby granted, at reasonable and convenient times, in the day-time, to enter and come into and upon the said hereby demised premises, or any part thereof, there to view, search and see the true state and condition thereof, and of all decays, defects and want of reparations then and there from time to time found, to give or leave notice or warning in writing, at or upon the said demised premises, unto and for the said *Joseph Jones*, his executors, administrators and assigns, to repair and amend the same within the time and of *three* months then next following; within which said time and space of *three* months next after every or any such notice or warning as aforesaid, he the said *Joseph Jones*, for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said *Samuel Soames*, his executors, administrators and assigns, well and sufficiently to repair and amend the same accordingly, except as aforesaid.

That Lessee shall use the Hay, &c. on the premises, and spread the Dung thereon.

And also that he the said *Caleb Crow*, his executors, administrators or assigns, shall and will during the continuance of this demise, use, and spread on the said demised premises all the hay and straw arising therefrom, and all the compost and dung which shall be made thereby; shall spread and bestow upon the said premises in an husband-like manner, save only the compost or

ding to be made in the last year of this demise which the said *Caleb Crow*, his executors, administrators or assigns, shall leave upon the said premises unto and for the said *Mary Meux*, or her assigns, if then living, but in case of her decease, to and for such other person or persons as shall then be intitled to the freehold and inheritance of the said premises without being paid or allowed any thing for the same.

That Lessee shall fallow the Land, and not mow more than once a year.

And also that he the said *Caleb Crow*, his executors, administrators or assigns, shall not crop or sow any part of the arable land which he hath liberty to keep in tillage as aforesaid above two years together, but every third year permit the same to lie fallow and unsown, and not cross crop the same or any part thereof; and when and as it shall be laid down, shall and will sow the same with grass seed in an husband-like manner, and shall not mow or cause to be mowed any of the meadow or pasture ground hereby demised more than once in any one year of the said term, but shall and will during the said term plough, sow, manure, and manage all the ground hereby demised in a due and regular course of husbandry according to the custom of the country, and preserve all the trees, young oaks and saplings growing on the said premises, and not do or commit, or cause to be done or committed any manner of waste, spoil, or destruction in or upon the said demised premises or any part thereof.

To lay down part of the Ground with Clover, &c.

And also that he the said *Caleb Crow*, his executors, administrators or assigns, shall and will the summer preceding the expiration or other sooner determination of

this demise, summer fallow — acres of such part of the arable land hereby demised as shall be then in course in an husband-like manner, fit to be sown with a crop the ensuing season, and also lay down with clover seed and rye-grass — acres more of the arable land hereby demised, which shall be then in tillage and sow upon each acre thereof eight pounds of the best clover seed and two bushels of the best rye grass seed.

To permit Lessor to enter, &c. and cultivate, &c.

And shall and will permit and suffer the said *Mary Meux* or her assigns, if then living, but in case of her decease, such other person or persons as shall then be intitled to the freehold or inheritance of the said premises, her, his or their assigns, with servants, horses, ploughs, carts and other necessities, from and after the — day of — next preceding the expiration or other sooner determination of this present lease, to enter into and upon such closes and grounds part of the hereby demised premises as by course of the season shall then lie fallow and unsown, and the same to plough, fallow and manure, at her, his or their free wills and pleasures, and for that purpose to have and take the dung that shall be then in the yard or yards belonging to the said demised premises.

That Lessee may dispose of Hay and Straw, &c.

And also that he the said *Caleb Crow*, his executors, administrators or assigns, shall and may at any time during this demise, except only in the last year thereof, have liberty to dispose of any quantity of the hay and straw arising from the said premises on bringing and laying upon the same premises where most need requires, one good load of rotten dung for every load of hay and straw so sold and disposed of.

From Lessor to provide Lessee Materials to repair.

And the said *Mary Meux*, for herself, her executors, administrators and assigns, doth covenant, promise and agree to and with the said *Caleb Crow*, his executors, administrators and assigns, by these presents in manner following, that is to say, that she the said *Mary Meux*, or her assigns, during such part of the said term as she shall happen to live, and from and after her decease, such person or persons as shall from thenceforth during the then remainder of the said term be intitled to the freehold and inheritance of the said premises, shall and will from time to time at seasonable times in the year, upon every reasonable request, when and so often as need shall require, during the continuance of this demise, find, provide for, and allow unto the said *Caleb Crow*, his executors, administrators, or assigns on the said demised premises or within——distance therefrom, necessary rough timber on the stem, bricks, tiles, and lime, for such the repairs of the said messuages or tenements, out-houses and buildings hereby demised, together with the gates, stiles, pails, rails and fences belonging thereunto respectively, as aforesaid, the said materials to be carried to the said demised premises at the charge of the said *Caleb Crow*, his executors, administrators or assigns.

That certain Trades shall not be exercised upon the Premises.

And also that he the said *Joseph Jones*, his executors, administrators and assigns, shall not, nor will, during the continuance of the said term hereby granted, permit or suffer any person or persons, to use or follow in or upon the said hereby demised messuage or tenement and premises, or in, or upon any part thereof, the trade of a chair-maker, butcher, currier, soap-boiler, brewer,

distiller, tallow-chandler, sugar-baker, tinman, plumber, dyer, smith, or any nauseous or offensive business whatsoever, without the license and consent of the said *Samuel Soames*, his executors, administrators or assigns, first had and obtained in writing for that purpose.

That Lessor shall pay the Taxes.

That he the said *Samuel Soames*, his executors, administrators and assigns, shall and will from time to time, and at all times during the said term hereby granted, well and truly pay, or allow out of the rent hereby reserved, all rates, taxes, duties, charges and assessments whatsoever, that shall or may be assessed, charged, rated or imposed on the said hereby demised premises, or any part thereof, and thereof and therefrom save harmless, and keep indemnified the said *Joseph Jones*, his executors, administrators and assigns, and also his and their lands and tenements.

Covenants to renew a Lease.

And further that the said church-wardens of the said church as aforesaid, or their successors for the time being, shall and will at the costs and charges of the said *John Holmes*, his executors, administrators and assigns (if thereto requested by him or them, six months before the expiration of the term hereby demised) grant another lease of the aforesaid premises to the said *John Holmes*, his executors, administrators or assigns, for the further term of ——— years, to commence from the expiration of the term hereby granted thereof, at and under the same yearly rent, and containing therein the like covenants and agreements, as are in these presents contained, he the said *John Holmes*, his executors, administrators, or assigns, executing at the same time a

counterpart thereof, and also paying the sum of — dollars to the said church-wardens for the time being, on their executing such new lease: And also that the said church-wardens, or their successors for the time being, shall and will in like manner on the expiration of such new lease, so to be granted of the said premises as aforesaid, at the like request, costs and charges of the said *John Holmes*, his executors, administrators and assigns, grant a further lease of the same premises, to the said *John Holmes*, his executors, administrators, or assigns, for the further term of — years, to commence from the expiration of such new intended lease, at and under the same yearly rent, covenants and agreements as are in these presents contained, and so from time to time, on the expiration of every such renewed lease of the said premises, shall and will at the like request, costs and charges, grant a like lease thereof to the said *John Holmes*, his executors, administrators or assigns, for the further term of — years, to commence from the expiration of every such last renewed lease, until the full term of — years, to be computed from the commencement of this present lease, shall have been granted of the said premises, to the said *John Holmes*, his executors, administrators or assigns, by such successive leases as aforesaid, he the said *John Holmes*, his executors, administrators or assigns, always paying the sum of — dollars, unto the said church-wardens, or their successors for the time being, on their granting every such renewed or further lease of the said premises as aforesaid, and also at every such time or times executing a counterpart and counterparts thereof. In witness, &c.

That Lessee shall pay the Rent and all the Taxes.

And the said *Joseph Jones* doth hereby for himself, his executors, administrators and assigns, covenant,

promise and agree, to and with the said *Samuel Smack*, his executors, administrators and assigns, by these presents, in manner and form following, that is to say, that that he the said *Joseph Jones*, his executors, administrators or assigns, shall and will yearly and every year, during the continuance of the said term hereby demised, well and truly pay or cause to be paid unto the said *Samuel Smack*, his executors, administrators or assigns, the said yearly rent or sum of ——— dollars, on the several days and times, and in manner and form as the same is hereinbefore reserved and made payable; and also shall and will well and truly pay, or cause to be paid, all the taxes, rates and assessments whatsoever, which now are or shall, or may at any time hereafter, during the continuance of the said term hereby demised, be rated, taxed, charged or assessed, on the said demised premises, or any part thereof.

Not to suffer any Nuisance.

And that he the said *Rion Cliff*, his executors, administrators and assigns, shall not, nor will during the said term hereby granted, permit or suffer any person or persons to use, exercise, or carry on, in, or upon the said hereby demised premises, or any part thereof, any trade or business which may be nauseous or offensive, or grow to the annoyance, prejudice or disturbance of any of the other tenants of the said *Mary Bew* near adjoining thereto.

To insure the premises from Fire, and to rebuild in case of Damage.

And that he the said *Rion Cliff*, his executors, administrators and assigns, shall and will, at his and their own proper costs and charges, from time to time suf-

ficiently insure all and every the messuages or tenements, erections or buildings which shall be erected and built upon the said piece or parcel of ground hereby demised, or any part thereof from casualties by fire, during the then remainder of the said term hereby granted, in some or one of the public offices kept for that purpose in —, and in case the said messuages or tenements, erections or buildings, or any of them, or any part of any of them, shall at any time or times during the said term be burnt down, destroyed or damaged by fire, shall and will from time to time immediately afterwards rebuild, or well and sufficiently repair the same.

To Build.

And that he the said *Rion Cliff*, his executors, administrators, and assigns, shall and will before the expiration of the first year of the said term hereby granted, at his and their own proper costs and charges, erect, build, complete and in a workmanlike manner, finish one or more good and substantial brick messuages or tenements, upon some part of the ground hereby demised, and shall and will lay out and expend therein the sum of — dollars or upwards.

From Assigner that neither he, his Intestate, or any other Person, hath done any Act to incumber, &c.

And the said *John Watts*, for himself, his heirs, executors and administrators, doth covenant, promise, and agree to and with the said *James Turn*, his executors, administrators and assigns, by these presents, in manner following, that is to say, that for and notwithstanding any act, matter or thing by him the said *John Watts*, or the said *Penelope Hill*, *William Watts*, of —, and

William Watts, the grand nephew or any or either of them, made, done, committed, or wittingly or willingly suffered to the contrary, the said recited indenture of lease or demise of the — day of —, is at the time of the sealing and delivery hereof, a good subsisting and sufficient lease, valid in the law, of and for the premises thereby demised, and not forfeited, surrendered, or become void or voidable; and that he the said *John Watts*, now hath in himself, good right, full power, and lawful authority to grant, assign, and transfer, release, ratify or confirm, all and singular the premises mentioned or intended to be hereby assigned, with the appurtenances, unto the said *James Turn*, his executors, administrators and assigns, in manner and form aforesaid, and according to the true intent and meaning of these presents.


From Grantor that he has good right to grant and convey.

And the said *Thomas Hall*, doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Edmund Gale*, his heirs and assigns, in manner following, that is to say, that he the said *Thomas Hall*, now hath in himself good right, full power, and lawful and absolute authority to grant and convey the said —, in manner aforesaid.

That the Grantor is seised in fee simple, &c.

And that he the said *Win Giles*, now is, at the time of the sealing and delivery of these presents, lawfully, rightfully and absolutely seised of and in, or well and sufficiently intitled unto all and singular the said messuages, farms, lands, hereditaments and premises, hereinbefore mentioned and described, with their and every of their rights, members, and appurtenances, of a good,

sure, perfect, absolute and indefeasible estate of inheritance in fee simple, without any manner of condition, trust, power of revocation, remainder, or limitation of any use or uses, or other restraint, matter or thing whatsoever, to alter, change, charge, defeat, incumber, revoke or make void the same; and that for and notwithstanding any such act, deed, matter, or thing whatsoever as aforesaid, he the said *Win Giles*, now at the sealing of these presents, hath in himself good right, full power, and lawful and absolute authority, to give, grant and confirm the said annuity, yearly rent-charge or annual sum of — dollars, unto the said *Arthur Ayres*, his executors, administrators and assigns, for and during the term of the natural life of him the said *Win Giles*, and also to demise and grant the said messuages, farms, lands, hereditaments and premises hereinbefore mentioned and demised to the said *Betsy Bloom*, her executors, administrators and assigns, for the term of — years, as aforesaid, upon the trusts hereinbefore mentioned.

 The covenants usually entered into by a vendor, seized of the inheritance, are 1st, that he is seized in fee: 2dly, that he has power to convey: 3dly, for quiet enjoyment by the purchaser, his heirs and assigns: 4thly, that the lands shall be holden free from incumbrances: and lastly, for further assurance. The five covenants are several and distinct, but the first and second of them are synonymous; for if a man be seized in fee, he has power to sell. But the converse of this proposition is not universally true. A man having merely a power to appoint an estate cannot be said to be seized in fee of the estate, although he has a right to convey: And accordingly, in cases of this nature, it is usual to omit the first covenant, and to insert a covenant, that the power was well created, and is not suspended or extinguished. See *Sugden*, §73.

From Assignee that he will with all convenient speed get in the Bankrupt's Effects, &c.

And the said *John West*, for himself, his heirs, executors, and administrators, doth covenant, promise and agree, to and with the said commissioners, parties hereto, their executors and administrators, and to and with every of them by these presents, that he the said *John West*, his executors and administrators, shall and will, with all convenient speed, by all lawful ways and means whatsoever, use his and their best and utmost means and endeavors to receive, recover and get possession of the effects of the said *John Child*, unreceived and not disposed of; and shall and will from time to time, with all convenient speed, after receipt and possession had and obtained of the same, or any part or parcel thereof, make sale and disposition thereof for the most and best value he or they can get for the same; and also shall and will from time to time, and at all times hereafter, upon request and reasonable notice, render and give unto the said commissioners, parties to these presents, or the major part of the commissioners, by the said renewed commission, or any other renewed commission authorized at such time and place as they shall appoint, a just, true, fair and perfect account in writing, under the hand or hands of the said *John West*, his executors, and administrators, of what and how much money or other satisfaction he or they shall have recovered and received by virtue or means of this present deed of assignment or otherwise, out of the estate and effects of the said *John Child*, and such monies, or other satisfaction as upon such account or accounts shall appear to be had, recovered and received by him the said *John West*, his executors and administrators, as aforesaid, he the said *John West*, his executors and administrators, shall and will, well and truly pay or cause to be paid unto the said commissioners, parties to these presents, or the

major part of the commissioners by the said renewed commission authorised, to the end the same may be by them, or the major part of them, ordered, disposed, distributed, divided and set over unto and amongst him the said *John West* and such other creditors of the said *John Child*, who have already sought or shall hereafter in due time come in and seek relief under the said commission, according to the true intent and meaning of the said statutes.

To indemnify Commissioners of Bankrupt.

And lastly, the said *John West*, for himself, his heirs, executors and administrators, doth further covenant, promise and agree, to and with the said commissioners, parties hereto, their heirs, executors and administrators, and every of them, by these presents, that he the said *John West*, his executors and administrators shall and will from time to time, and at all times hereafter, well and sufficiently save, defend, keep harmless and indemnified, all the said commissioners in and by the said renewed commission named and authorised, their heirs, executors and administrators, and every of them, their and every of their lands, tenements, goods and chattels, and their agents, of and from all and all manner of action and actions, suits, arrests, troubles, costs, damages and expenses whatsoever, which they or any of them shall or may sustain or be put unto, for or by reason of this present deed of assignment, or any other act, matter or thing whatsoever, by them or any of them lawfully done or executed, or to be done or executed by virtue of the said reserved commission, or their or any of their lawful intermeddling in any of the effects of the said *John Child*, in execution of the said commission.

From Creditors to accept a Composition, and to indemnify, &c.

And lastly, the said several creditors, parties to these presents, every of them covenanting separately and apart, for himself, his respective heirs, executors and administrators, do severally covenant, promise and agree, to and with the said *John Goss*, party hereto, and *Robert Goss*, their executors and administrators, to and with each and every of them by these presents, that they the said several creditors, their executors and administrators, shall and will accept, take, and receive, of and from the said *John Goss*, his executors and administrators, the several sums of money, at and against the respective names of them the said creditors, set down and expressed under these presents, being after the rate of — cents in the dollar of their respective debts, in full satisfaction and discharge thereof, to be paid at such days and times, and in such proportions as are hereinbefore mentioned and expressed: And that from and after payment of the said composition money, they the said *John Goss*, party hereto, and *Robert Goss*, their respective executors and administrators, shall stand and be forever released, acquitted and discharged, by these presents from all and every sum and sums of money, debts or demands due or owing by them or either of them, to their said several creditors, or any of them, from the beginning of the world to the day of the date of these presents. And further, that so much as the said *Robert Goss*, at the instance of his said creditors, hath by these presents assigned and transferred to the said *John Goss*, party hereto, all his joint estate, and part of his separate estate, and hath agreed to convey the residue of his separate estate in the manner hereinbefore expressed, they the said several creditors, their respective executors or administrators, shall and will indemnify and save harmless the said *Robert Goss*, his heirs, executors and administrators, of, from and

against all such costs, charges, damages, and expenses, as shall or may in case of any default of payment by the said *John Goss*, his heirs, executors or administrators, be recovered against, or be sustained, expended or become payable by him the said *Robert Goss*, his heirs, executors or administrators, in any action or suit, which may hereafter be commenced, sued or prosecuted by them the said creditors, their executors or administrators, or any of them, for the recovery of any debt or debts to them respectively due or owing.

That Mortgagor till default may enjoy.

And lastly, it is agreed by and between the said parties to these presents, that until default shall be made, of or in payment of the said sum of ——— dollars, contrary to the covenant or conditions aforesaid, it shall and may be lawful to and for the said *Richard Wren*, his heirs and assigns, peaceably and quietly to hold and enjoy the said messuages, &c. and all and singular other the premises, with their appurtenances, and receive and take the rent, issues and profits thereof to his and their own use and uses, without any let, suit, trouble, denial or interruption, of or by the said *Peter Coles*, his executors, administrators or assigns, or any person claiming or to claim under him or them.

From Grantor to pay an Annuity free from Taxes.

And the said *Abner App.* for himself, his heirs, executors, administrators and assigns, doth covenant, grant, and agree, to and with the said *Bion Bend*, his executors, administrators and assigns, by these presents, that he the said *Abner App.* his executors, administrators or assigns, or some or one of them, shall and will well and truly pay, or cause to be paid unto the said *Bion*

Bend, his executors, administrators or assigns, for and during all the residue and remainder of the said term of — years, in and by the said recited indenture of lease demise as aforesaid, which are now to come and unexpired, the said annuity, or yearly rent of — dollars, on the several and respective days and times, and at the place above limited and appointed for payment thereof, without any deduction or abatement, for or by reason of any taxes, charges, assessments, or other matter or thing whatsoever.

From the Assignor, that the Annuity has not been paid for three years.

And the said *Francis Fish*, for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said *James Jones*, his executors, administrators and assigns, in manner following, that is to say, that no part of the said hereby conveyed and assigned annuity or yearly rent-charge of — dollars hath been paid to, or received by him the said *Francis Fish*, for upwards of three years last past,

To convey a Life Estate,

And in order fully to effectuate such further part of the proposal and agreement aforesaid, as on the part of the said *Robert Goss*, remains to be performed; the said *Robert Goss*, for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said *John Goss*, party hereto, his executors and administrators, by these presents, that he the said *Robert Goss*, shall and will as soon as conveniently may be, by such good and sufficient conveyances and assurances in the law, as counsel shall advise, convey and assure, the said moiety or half part, whereof he is now

seised as aforesaid, of and in the said several messuages, wharves, lands, tenements, and hereditaments, late the estate of the said *John Edes*, situate, lying and being in the said counties of — and —, subject to the estate and interest of the said *Eliza Edes* therein, unto and to the use of the said *John Goss*, party hereto, his heirs and assigns, for and during the term of the natural life of him the said *Robert Goss*, without impeachment of waste.

From the Husband that the Wife shall enjoy her Jewels, &c.

And in pursuance of the aforesaid agreement, on the part of the said *Win Jones* in that behalf, he the said *Win Jones*, for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said *John Back* and *Thomas Ham*, their heirs, executors, administrators and assigns, by these presents, that in case the said intended marriage shall take effect, it shall and may be lawful to and for the said *Mary Back*, from time to time, and all times during the joint lives of them the said *Win Jones* and *Mary Back*, to have the possession and enjoyment of all the jewels, diamonds, watches, rings, and other ornaments of her person, which she is or shall hereafter be possessed of; and also all the plate which she is now or hereafter may be possessed of, and to sell and dispose of the same, or any of them, or any part thereof respectively, to such person or persons, and in such manner as she shall think proper, notwithstanding the said intended coverture, and as if she was sole and unmarried.

From Husband to secure by Will to his Wife, a suitable House, &c.

And for the considerations aforesaid, he the said *Nathan Nichols*, for himself, his heirs, executors and ad-

ministrators, doth covenant, promise and agree, to and with the said *Tomkins Dew* and *Matthew Dun*, their heirs, executors, administrators and assigns, by these presents, in manner following, that is to say; that in case the said intended marriage shall take effect, and the said *Henrietta Merit*, shall happen to survive the said *Nathan Nichols*, he the said *Nathan Nichols* shall, by his last will, leave to or otherwise secure for, the said *Henrietta Merit*, during her life, and to take effect from the decease of the said *Nathan Nichols*, the use of a proper and suitable house in —, and also the use of all necessary and proper household goods, furniture, plate, linen, china, and other things necessary for furnishing a house, to the value of — dollars, which she shall enjoy during her life, without paying any rent or other consideration for the same; and that in case the said *Nathan Nichols*, shall not by his last will leave to, or otherwise secure for the said *Henrietta Merit*, during her life, the use of such house and household goods, furniture, plate, linen, china and other things necessary for furnishing a house to the value of — dollars, and which she shall enjoy during her life, without paying any rent or other considerations for the said house, furniture, household goods, plate, linen, china, and other things, the heirs, executors or administrators of the said *Nathan Nichols*, shall, at their own expense, costs, and charges, within the space of *six* calendar months, to be computed from the time of the death of the said *Nathan Nichols*, provide for the said *Henrietta Merit*, for the term of her life, such house and such furniture, household goods, plate, china, linen, and other things, and to such value as aforesaid, without her being subject or liable to pay any rent or other consideration whatsoever for the same. And also that he the said *Nathan Nichols*, shall, by his last will and testament in writing leave to, or otherwise secure for the said *Henrietta Merit*, absolutely and for her own use,

from the time of the decease of him the said *Nathan Nichols*, a good, decent, and proper coach, and a pair of good and proper coach-horses, for her own use and benefit; and that if the said *Nathan Nichols* shall not by his will leave to, or otherwise provide for the said *Henrietta Merit*, such a coach and pair of horses for her own use and benefit, the heirs, executors or administrators of him the said *Nathan Nichols* shall, within the space of *three* months, to be computed from the time of his decease, at their own costs and charges, provide for the said *Henrietta Merit*, such coach and pair of horses for her own use; but the said *Henrietta Merit* shall be obliged to keep the same at her own expense. And likewise that he the said *Nathan Nichols*, his heirs, executors, or administrators, shall, within the space of *twelve* months, to be computed from the day of the solemnization of the said intended marriage, give to the said *Henrietta Merit*, jewels and diamonds to the value of ——— dollars, including those he has already given her, and that the said *Henrietta Merit*, shall hold and enjoy such jewels or diamonds during her life, for her own sole, peculiar and personal use, without being subject to the debts, controul, disposal or engagements of the said *Nathan Nichols*, or of any person or persons claiming under him; and that after her decease the same shall go and belong to the children or child of the body of the said *Henrietta Merit*, to be begotten by the said *Nathan Nichols*; but if there shall not be any such child living at the time of the death of the said *Henrietta Merit*, the said jewels and diamonds shall, immediately after her decease, go and belong to the said *Nathan Nichols*, his executors, administrators or assigns. And moreover, that all the household goods, furniture, plate, pictures, linen, china, and ornaments, which the said *Henrietta Merit*, is at present possessed of shall, in case she shall survive the said *Nathan Nichols*, go and belong absolutely to her, and be at her

own disposal. And also, that he the said *Nathan Nichols* shall not carry the said *Henrietta Merit*, out of the United States, without her own free consent, to be testified by some writing signed by her, with her own hand, and attested by two witnesses; and likewise, that in case the said *Nathan Nichols* shall at any time or times go out of the United States into any other part of the world, he shall allow the said *Henrietta Merit*, for her support and maintenance, the clear sum of — dollars, yearly and every year, during such time as he the said *Nathan Nichols*, shall be or reside out of the United States, and after that rate for every greater or lesser time than a year, that he the said *Nathan Nichols* shall be or reside out of the United States; and that the said hereinbefore named trustees, their executors, administrators and assigns, shall and may pay the same half yearly on the *first* days of *January* and *June* in every year, by equal and half yearly payments, out of the rents and profits of the said freehold and leasehold estates, and out of the interest and dividends of the said capital sums of — dollars, and — dollars, and each of them; but nevertheless, without prejudice to the payment of the said yearly sum of — dollars, the first payment thereof to be made on such of the said last mentioned days as shall happen next and immediately after the said *Nathan Nichols* shall go out of the United States; and further, that in case the said *Nathan Nichols*, shall have any children or child by the said *Henrietta Merit*, he or the said trustees shall pay to the said *Henrietta Merit*, out of the said freehold and leasehold estates, and the interest and dividends of the said capital sums of —, and —, but without prejudice, as aforesaid, the further clear yearly sum of — dollars, during such time as he shall be or reside abroad, and to be paid at the times and in the manner aforesaid.

Of wife to accept the present Provision, in satisfaction of Dowry.

And it is declared and agreed, by and between all the said parties to these presents ; and the said *Esther Edes*, doth hereby content and agree to accept and take the provision before made for her, in and by these presents, for her jointure, and in lieu, bar, and full satisfaction of all such dower and thirds at the common law, or by the custom of any manor which she could or might have had, claimed or been intitled to, out of, or from any of the freehold or customary manors, lands, tenements, or hereditaments, whereof the said *John Varnum* now is, or at any time during the said intended coverture between them, shall be seised of any estate of inheritance, and also in bar and full satisfaction of all such part or share of the personal estate of the said *John Varnum*, which she the said *Esther Edes* may claim or be intitled unto by virtue of the statute for the distribution of intestates estates, in case the said *John Varnum* shall happen to die intestate,

The Husband binds himself to the performance of covenants.

And for the further and better securing the performance and observance of all and every the covenants, clauses and agreements thereinbefore mentioned and contained, on the part of the said *John Jones*, his heirs, executors and administrators, to be done, observed and performed, the said *John Jones* doth hereby firmly bind himself, his heirs, executors and administrators, and every of them, unto the said *Thomas Dew*, and *Matthew Dun*, and the survivor of them, and to the executors and administrators of such survivor, in the sum of ——— dollars firmly, by these presents, to be paid to them the said *Thomas Dew* and *Matthew Dun*, or to the survivor of them, or to the executors or administrators of such survivor,

Declaration.

Of Trust in respect to an Annuity Bond.

To all to whom these presents shall come, *Henry Prince*, of —, sendeth Greeting: Whereas by a bond or obligation, in writing, bearing even date with these presents, in consideration of the sum of — dollars, mentioned to be paid by the said *Henry Prince* to *Henry Hughes*, of —, he the said *Henry Hughes* is become bound to the said *Henry Prince*, in the penal sum of — dollars, with condition thereunder written, for making void the same, on payment by the said *Henry Hughes*, his heirs, executors or administrators, to the said *Henry Prince*, his executors, administrators or assigns, of a clear annuity or yearly sum of — dollars, by half yearly payments, on the — day of —, and the — day of —, in every year during the life of *Mary Miller*, wife of *Thomas Miller*, of —, by equal portions, the first half yearly payment thereof to be made on the — day of — next ensuing the date of the said obligation, and of these presents, with a proportionable part of the said annuity or clear yearly sum of — dollars, for so many days as shall have elapsed from the last half yearly day of payment next preceding the decease of the said *Mary Miller* up to the day of her death, as in and by the said recited bond or the condition thereof, relation being thereunto had, may appear: And whereas the said sum of — dollars mentioned to be paid by the said *Henry Prince*, to the said *Henry Hughes* as aforesaid, was part of the separate fortune of the said *Mary Miller*, and the said annuity or yearly sum of — dollars, was intended to be secured, to be paid to the said *Henry Prince*, his executors, administrators and assigns, dur-

ing the natural life of the said *Mary Miller* as aforesaid, in trust for the sole and separate use, benefit and disposal of the said *Mary Miller*, notwithstanding her coverture in manner hereinafter mentioned: Now know ye, That the said *Henry Prince* for himself, his heirs, executors and administrators, doth hereby declare and agree, that he the said *Henry Prince*, his executors, administrators and assigns, shall and will stand and be possessed of, and interested in, the said annuity or yearly sum of ——— dollars, secured by the said recited bond or obligation as aforesaid, upon trust, from time to time to pay the same when and as the same shall be received to such person or persons, and upon such trusts, and for such intents and purposes only, as the said *Mary Miller*, by any writing or writings under her hand, shall, notwithstanding her coverture, and as if she was sole and unmarried, direct or appoint, and for want of such direction and appointment, to pay the same into her hands for her sole and separate use, benefit and disposal, exclusive of, and without being subject to the debts or control of her said husband, and for which the receipt or receipts of the said *Mary Miller* alone, or of such person or persons as she shall from time to time direct or appoint to receive the same, shall notwithstanding her coverture, be a good and sufficient discharge or discharges. In witness, &c.

Of Trust of Purchase money.

To all people to whom these presents shall come, I *Charles Man*, of ——— [as described in the purchase deed] send greeting: Whereas by indentures, of ——— bearing date the ——— day of ———, and made between *Charles Doe*, of ———, [as described in the deed], of the one part, and me the said *Charles Man*, of the other part. He the said *Charles Doe*, for

and in consideration of — dollars [*as 'tis*] therein mentioned to be paid to him, by me the said *Charles Man*, hath granted, or did grant, bargain and sell, all that messuage, &c. to hold the same unto me the said *Charles Man*, my heirs and assigns, for, &c. which said premises were heretofore the estate of, or in the possession of — [*the deed must lead to this recital.*] Now know ye, that I the said *Charles Man* do hereby acknowledge, testify and declare, that the said sum of —, above mentioned to be paid unto the said *Charles Doe*, by me the said *Charles Man*, as aforesaid, was and is the proper money of *Adam Poe*, of —, and that the name of me the said *Charles Man*, in the said indenture of —, is used only in trust for him the said *Adam Poe*, his executors, administrators and assigns, and that I, my heirs and assigns, shall at any time or times hereafter, upon the request, and at the proper costs and charges of the said *Adam Poe*, his executors, administrators and assigns, transfer, convey and assure unto the said *Adam Poe*, his executors, administrators and assigns, the said — premises so bargained and sold unto me the said *Charles Man* as aforesaid, together with all my estate, right, title and interest thereunto, in such manner as by him the said *Adam Poe*, his executors, administrators and assigns, or his or their counsel learned in the law, shall be reasonably devised or required. In witness whereof I have hereunto set my hand and seal this — day of —, in the year of —.

Of Trust indorsed upon a Deed.

Be it remembered, that the within named *Thomas Watts*, doth hereby declare that the sum of — dollars, within mentioned to be paid by him as the consideration of the within written indenture, was the pro-

per money of the within named *Wyat Eld*, and that the name of the said *Thomas Watts* was made use of in the same indenture in trust only for him the said *Wyat Eld*, his executors, administrators and assigns; and that the said *Thomas Watts*, his executors or administrators, shall and will at the request, costs and charges in the law of the said *Wyat Eld*, his executors, administrators or assigns, assign and assure the two several messuages, tenements, or dwelling-houses and premises comprised in the within written indenture, and therein mentioned to be thereby assigned to him the said *Thomas Watts*, his executors, administrators or assigns, with their and every of their appurtenances, and all his and their name, term, and interest therein, unto him the said *Wyat Eld*, his executors, administrators or assigns, free from all incumbrances, committed or done by him the said *Thomas Watts*, his executors, or administrators, and that in the mean time, he the said *Thomas Watts*, his executors and administrators, shall and will stand and be possessed, and interested of and in the same premises, in trust only for the benefit of him the said *Wyat Eld*, his executors, administrators and assigns; in witness whereof I the said *Thomas Watts* have hereunto set my hand this — day of —, in the year of our Lord —.

Of Trust by way of Assignment.

This indenture, made the — day of —, between *Abel Bell*, of —, of the one part, and *Caleb Doe*, of the other part: Whereas in and by one indenture of demise, or bargain and sale, bearing date the — day of —, made or mentioned to be made, between *Abel Bell*, of —, of the one part, and *Caleb Doe*, of —, of the other part, he the said *Abel Bell* for the consideration therein mentioned, did demise,

grant, bargain and sell unto the said *Caleb Doe*, his executors, administrators and assigns, all those messuages, lands and tenements, &c. to hold unto the said *Caleb Doe*, his executors, administrators and assigns, for the term of — years from thenceforth next ensuing; in which said indenture was contained a proviso or condition to make the same void, on payment by the said *Abel Bell* to the said *Caleb Doe*, of the sum of — dollars with lawful interest for the same, at a certain day therein mentioned, as in and by the said indenture of demise or mortgage, relation being thereunto had, may more fully and at large appear: Now this indenture witnesseth, that the said *Abel Bell*, doth hereby acknowledge and declare, that the sum of — dollars, in the said in part recited indenture of mortgage mentioned, was all the proper money of the said *Caleb Doe*, and not any part thereof the money of the said *Abel Bell*, and that the name of the said *Abel Bell* was used therein, only in trust for the said *Caleb Doe*, his executors, administrators and assigns: and therefore the said *Abel Bell*, in pursuance of the trust reposed in him as aforesaid by the said *Caleb Doe*, and also for and in consideration of the sum of — dollars, to him in hand paid by the said *Caleb Doe*, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over unto the said *Caleb Doe*, his executors, administrators and assigns, all and singular the said messuages, &c. and premises before mentioned in and by the said in part recited indenture of mortgage granted, with their, and every of their appurtenances; and also all the estate, right, title, interest, term of years, property, claim and demand whatsoever of him the said *Abel Bell*, of, in or to the said premises and every part and parcel thereof, together with the said in part recited indenture of demise or

mortgage: To have and to hold the said messuages, &c. hereby granted and assigned, or mentioned or intended so to be, unto the said *Caleb Doe*, his executors, administrators and assigns, for and during all such term and estate, as he the said *Abel Bell*, hath or ought to have therein. And the said *Abel Bell* for himself, his heirs, executors and administrators, doth covenant and grant to and with the said *Caleb Doe*, his executors, administrators and assigns, that he the said *Abel Bell*, hath not made, committed, acted or done, or caused or procured to be made, committed, acted or done, any act, matter or thing whereby, or by reason or means whereof the said messuages, &c. and premises, or any part thereof, are, may, or can be charged or incumbered in title, estate or otherwise howsoever. In witness, &c.

Of Trust from Lessees, that the Lease has been granted for the Benefit of a Proprietary Fund.

And this indenture further witnesseth, that the said *James Boon, Jacob Hod, Thomas Pate, Joseph Adams, John David, and Thomas Hatfield*, do hereby for themselves severally and respectively, and for their several and respective executors and administrators, declare and agree, to and with the said *Joseph Arlington, Isaac Hather, John Wall, John Shield, and Win Hall*, their executors, administrators and assigns, and to and with the said master, wardens, and society, and their successors, that they the said *James Boon, Jacob Hod, Thomas Pate, Joseph Adams, John David, and Thomas Hatfield*, their executors, administrators and assigns, shall and will from time to time, and at all times hereafter, during the said two several terms of ——— years, and ——— years hereinbefore respectively demised, stand possessed of and interested in all and singular the ground hereby demised, and of the messuages or tene-

ments, erections and buildings, which during the said several terms hereby demised shall be erected and built upon the said ground and premises hereinbefore demised as well by them the said *Joseph Arlington, Isaac Mather, John Wall, John Shield* and *Win Hall*, as by the said master, wardens, and society respectively, in trust, and for the sole benefit of the proprietors, who are or shall from time to time be intitled to, or beneficially interested in the whole produce of the money arising or to arise in conducting the affairs of the said — stock, subject nevertheless to the concurrence of the said master, wardens and court of assistants of the said society, from time to time, in conducting the same as hereinbefore is mentioned. In witness, &c,

That a man's Name is used in trust in a Bond.

Whereas in and by one obligation bearing even date with these presents, *Giles Hodge*, of —, standeth bound to *Isaac King*, of —, in the sum of — dollars, conditioned for the payment of — dollars, with interest on the same, on — next ensuing, as thereby may appear: Now know all men by these presents, that the said *Isaac King*, doth hereby acknowledge and declare that the said sum of — dollars, lent upon the said obligation, was all the proper money of *Leonard Muse*, of —, and that his the said *Isaac King's* name is used in the said obligation only in trust for the benefit of him the said *Leonard Muse*. In witness, &c.

Of Trust relating to an assignment of a Lease.

To all to whom these presents shall come, *Win Weeks*, of — sendeth greeting: Whereas by indenture of assignment, [*here was recited an assignment*

to *Win Weeks*.] Now know ye, that the said *Win Weeks*, doth hereby acknowledge and declare, that the sum of — dollars mentioned to be the consideration of the said recited indenture of assignment, and to be paid by him to the said *Titus Ott*, was and is the only proper money of *John Jones*, or —, and that his name was and is used and made use of in the said indenture of assignment only, in trust o and for the use and behoof of him the said *John Jones*, his executors, administrators and assigns, and to and for no other use, intent, or purpose whatsoever: And the said *Win Weeks*, doth wholly and utterly disclaim all estate, term, right, title, interest, and demand, of, in, and to the said indenture of demise, and the messuages thereby denised, otherwise than in trust for the said *John Jones*, his executors, administrators and assigns: And for himself, his executors and administrators doth covenant, promise, and agree to and with the said *John Jones*, his executors, administrators and assigns, that he the said *Win Weeks*, his executors and administrators shall and will, at any time hereafter, at the request, costs and charges of the said *John Jones*, his executors or administrators, by good and sufficient deeds in the law, such as the counsel of the said *John Jones*, his executors or administrators, shall advise, assign and set over unto the said *John Jones*, his executors, administrators and assigns, the said messuage, &c. with the appurtenances, and the indenture of lease, and indenture of assignment by which the same are holden for the residue and remainder of the said term of — years, which shall be therein then to come and unexpired, free and discharged of and from all incumbrances, done by him or them. In witness, &c.

*Of trust, by Trustees and Guardians to an Infant,
of Lands purchased by them with the money of
the Infant.*

To all persons to whom these presents shall come, *Abner App*, of —, and *Caleb Cox*, of —, send greeting. Whereas the said *Abel App*, and *Caleb Cox*, by certain indentures of lease and release bearing date the — day of —, and made between *John Poe*, of — of the one part, and us the said *Abner App*, and *Caleb Cox*, of the other part, for the consideration of the sum of — dollars in the said indenture of release mentioned to be paid by us to the said *John Poe*, he the said *John Poe*, hath granted and released unto and to the use of us the said *Abner App*, and *Caleb Cox*, and our heirs, all that messuage and tract of land with its appurtenances, situated in —, as by the said indentures of lease and release, relation being thereunto had may more at large appear. Now know ye, that we the said *Abner App* and *Caleb Cox*, do hereby acknowledge and declare, that we as guardians and trustees of *Samuel Fahn*, a minor, being well satisfied that the purchasing of the said lands and premises, by reason of their situation would be very advantageous to the said *Samuel Fahn*, and an improvement of his estate, were advised to make the said purchase; and we do hereby further declare, that the same was made with the proper monies of the said *Samuel Fahn*, and that the said lands and premises were so purchased in trust for the said *Samuel Fahn*, his heirs and assigns, if he or they, when enable of so doing, shall accept a conveyance thereof and we the said *Abner App*, and *Caleb Cox*, our heirs, executors and administrators, be allowed the purchase monies with other charges by us paid by reason of the same, upon our account, for the profits of the estate of the said *Samuel Fahn*: and we the said *Abner App*, and *Caleb Cox*, do hereby further declare

and mutually agree, that no benefit of survivorship, by virtue of the said conveyance made, as aforesaid, to us and our heirs by the said *John Poe*, shall be had or taken by us or either of us. In witness, &c.

Of Trust relating to a Bond.

This indenture made the — day of — between *Adam Anson*, of —, of the one part; and *Bion Bee*, of —, and *Charles Bee*, of —, of the other part. Whereas by indenture bearing date the — day of — last past, and made between the several parties to these presents, reciting, That the said *Adam Anson*, had issue then living by *Dorothy*, his late wife, who was sister of the said *Bion Bee*, and *Charles Bee*, two sons and one daughter, to wit, *Abel Anson*, *Bion Anson* and *Charlotte Anson*, and intending to make a provision for his younger son the said *Bion Anson*, and *Charlotte Anson* his daughter, he the said *Adam Anson*, did covenant and agree, that he would within one month then next ensuing, cause or procure — dollars, share or interest in the stock of the bank of the *United States*, to be transferred to the said *Bion Bee*, and *Charles Bee*; and it was thereby declared by the said parties, that the said *Bion Bee* and *Charles Bee* would stand possessed of the same stock, in trust to permit the said *Adam Anson* to receive the interest thereof during his life, and after his decease to pay, apply, and dispose of the said stock in such proportions between his said two younger children in such manner as the said *Adam Anson* should with the consent or approbation of the said *Bion Bee*, and *Charles Bee*, or the survivor of them, by any deed by him sealed and delivered or by his last will and testament by him signed and published, in the presence of two or more credible witnesses, direct or appoint, and for want of such direction or appointment,

the said stock to be equally divided between the said two younger children ; in which said recited indenture are contained several powers, provisos and agreements, and particularly it is thereby provided, that it should be lawful for the said *Adam Anson*, by and with such consent as aforesaid, at any time thereafter, by any deed or writing to be by him executed and attested as aforesaid, to revoke and make void all and every the trusts therein before declared, of and concerning the said stock, and by the same or any other deed or writing so executed and attested, (with such consent as aforesaid) to declare any new or other trusts, of or concerning the same stock, as by the said in part recited indenture, reference being thereunto had, may more fully appear : And whereas the said *Adam Anson*, in lieu of the said ——— dollars stock in the bank of the *United States*, so by him agreed to be transferred to the said *Bion Bee*, and *Charles Bee*, as aforesaid, did cause ——— dollars capital stock in the ——— *turnpike-road*, to be transferred to and vested in the said *Bion Bee* and *Charles Bee*, upon the trusts aforesaid, and being now desirous to revoke all the said trusts concerning the said stock, and to make other provisions for his said two younger children, the said *Adam Anson*, hath this day become bound by one obligation, bearing even date herewith, unto the said *Bion Bee*, and *Charles Bee*, for the payment of the sum of ——— dollars, upon the trusts hereinafter declared : Now this indenture witnesseth, that the said *Adam Anson*, doth by these presents, (by and with the consent and approbation of the said *Bion Bee*, and *Charles Bee*, testified by their sealing and delivery hereof) revoke, declare, and make void, all and every the trusts and agreements in the said recited indenture, limited, declared, expressed or contained, of and concerning the said stock, and the said *Adam Anson*, doth hereby, also with the like consent of the said *Bion Bee*, and *Charles Bee*, testified as afore-

said, declare, direct, and appoint, that the said *Bion Bee*, and *Charles Bee*, shall from henceforth stand, remain, and be possessed of the said stock so transferred and vested in them as aforesaid, and of all other stock had or taken in lieu thereof, in trust, for the only proper use and benefit of the said *Adam Anson*, party hereto, his executors, administrators and assigns, and to be assigned and disposed of to him or them, or as he or they shall direct: And it is hereby also declared, by and between all the said parties to us se presents, that the said *Bion Bee* and *Charles Bee*, their executors and administrators, shall stand and be possessed and interested of, and in the said bond so entered into by the said *Adam Anson* as aforesaid, and of all monies to become due, and be received or obtained by virtue thereof, upon the same trusts, and subject to the same powers and agreements as were declared or expressed, in and by the said recited indenture of the — day of —, concerning the said stock of the bank of the *United States*, so agreed to be transferred to them the said *Bion Bee*, and *Charles Bee*, as aforesaid, (the said proviso and power herein before recited for the said *Adam Anson* to revoke or alter the said trusts, and declare any new or other trusts thereof only excepted). In witness, &c,

Deed.

Common Form,

This indenture, made the — day of —, in the year of our Lord one thousand eight hundred and —, between *Adam Bend*, of —, gentleman, and *Mary*, his wife, of the one part; and *Caleb Doe*, of —

yeoman, of the other part, [*here recite the title,*] witnesseth, That the said *Adam Bend*, and *Mary* his wife, for and in consideration of the sum of — dollars, to them in hand paid by the said *Caleb Doe*, at and before the enfeoffing and delivering hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said *Caleb Doe*, his heirs, executors and administrators, by these presents, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain sell,* alien, enfeoff, release and confirm, unto the said *Caleb Doe*, and to his heirs and assigns, all that messuage, &c. Together with all and singular other the houses, out-houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, [*here insert exceptions, &c.*] and the reversions and remainders, rents, issues and profits thereof: And also all the estate, right, title, interest, property, claim and demand whatsoever, of them, the said *Adam Bend*, and *Mary* his wife, in law or equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said messuage or tenement, and tract of — acres of land, hereditaments and premises, hereby granted, or mentioned or intended so to be, with the appurtenances [*except as before excepted*] unto the said *Caleb Doe*, his heirs, and assigns, to the only proper use and behoof of the said

* The words *grant, bargain, sell*, shall be adjudged an express covenant to the grantee, his heirs and assigns, to wit, that the grantor was seised of an indefeasible estate in fee-simple, freed from incumbrances done or suffered from the grantor (excepting the rents and services due to the lord of the fee) as also for quiet enjoyment against the grantor, his heirs, and assigns, unless limited by express words contained in such deed, and that the grantee, his heirs, executors, administrators and assigns may, in any action assign breaches, as if such covenants were expressly inserted. *Read's Dig.* 38.

Caleb Doe, his heirs and assigns, forever. [*Here insert the covenants*]. In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals, &c.

¶ A deed is a writing sealed and delivered by the parties. If a deed be made by more parties than one, there ought to be regularly as many copies of it as there are parties, and each should be cut or indented on the top or side, to tally or correspond with the other; which deed so made, is called, an indenture. When the several parts of an indenture are interchangeably executed by the several parties, that part or copy which is executed by the grantor is usually called the original, and the rest are counterparts: tho' of late it is most frequent for all the parties to execute every part; which renders them all originals. The first requisite of a deed, is, that there be persons able to contract and be contracted with, for the purposes intended by the deed; and also a thing, or subject matter to be contracted for; all which must be expressed by sufficient names. So as in every grant there must be a grantor, a grantee, and a thing granted; in every lease, a lessor, a lessee, and a thing demised.

Secondly, the deed must be founded upon good and sufficient consideration. Not upon an usurious contract; nor upon fraud or collusion, either to deceive purchasers *bona fide*, or just and lawful creditors; any of which bad considerations will vacate the deed, and subject such persons, as put the same in use, to forfeitures, and often to imprisonment. A deed also, or other grant, made without any consideration, is, as it were, of no effect; for it is construed to inure, or to be effectual, only to the use of the grantor himself. The consideration may be either a good or a valuable one. A good consideration is such as

that of blood, or of natural love and affection, when a man grants an estate to a near relation ; being founded on motives of generosity, prudence and natural duty ; a valuable consideration is such as money, marriage, or the like, which the law esteems an equivalent given for the grant ; and is therefore founded in motives of justice. Deeds made upon good consideration only, are considered as merely voluntary, and are frequently set aside in favor of creditors, and *bona fide* purchasers.

Thirdly, the deed must be written, or I presume printed, for it may be in any character or any language ; but it must be upon paper or parchment. For if it be written on stone, board, linen, leather, or the like, it is no deed.

Fourthly, the matter written must be legally and orderly set forth ; that is, there must be words sufficient to specify the agreement and bind the parties : which sufficiency must be left to the courts of law to determine. For it is not absolutely necessary in law, to have all the formal parts that are usually drawn out in deeds, so as there be sufficient words to declare clearly and legally the party's meaning. But, as these formal and orderly parts are calculated to convey that meaning in the clearest, distinctest, and most effectual manner, and have been well considered and settled by the wisdom of successive ages, it is prudent not to depart from them without good reason or urgent necessity ; and therefore I will here mention them in their usual order.

1. The premises may be used to set forth the number and names of the parties, with their additions or titles. They also contain the recital, if any, of such deeds, agreements, or matters of fact, as are necessary to explain the reasons upon which the present transaction is founded : and herein also is set down the consideration upon which the deed is made. And then follows the certainty of the grantor, grantee, and thing granted.

2, 3. Next come the *habendum* and *tenendum*. The office of the *habendum* is properly to determine what estate or interest is granted by the deed : though this may be performed, and sometimes is performed, in the premises. In which case the *habendum* may lessen, enlarge, explain, or qualify, but not totally contradict or be repugnant to, the estate granted in the premises. As if a grant be “to *A* and the heirs of his body,” in the premises, *habendum* “to him and his heirs for ever,” or *vice versa* ; here *A* has an estate-tail, and a fee-simple expectant thereon. But, had it been in the premises “to him and his heirs,” *habendum* “to him for life,” the *habendum* would be utterly void ; for an estate of inheritance is vested in him before the *habendum* comes, and shall not afterwards be taken away, or divested, by it. The *tenendum* “and to hold,” is now of very little use, and is only kept in by custom.

4. Next follow the terms of stipulation, if any, upon which the grant is made : the first of which is the *reddendum* or reservation, whereby the grantor doth create or reserve some new thing to himself out of what he had before granted. As “rendering therefore yearly the sum of ten shillings, or a pepper corn, or two days ploughing, or the like.”

5. Another of the terms upon which a grant may be made is a condition ; which is a clause of contingency, on the happening of which the estate granted may be defeated ; as “provided always, that if the mortgagor shall pay the mortgagee 500*l.* upon such a day, the whole estate granted shall determine ;” and the like.

6. Next may follow the clause of warranty ; whereby the grantor doth, for himself and his heirs, warrant and secure to the grantee the estate so granted.

7. After warranty usually follow covenants, or conventions, which are clauses of agreement contained in

a deed, whereby either party may stipulate for the truth of certain facts, or may bind himself to perform, or give, something to the other. Thus the grantor may covenant that he hath a right to convey; or for the grantee's quiet enjoyment, or the like; the grantee may covenant to pay his rent, or keep the premises in repair, &c. If the covenantor covenants for himself and his heirs, it is then a covenant real, and descends upon the heirs; who are bound to perform it, provided they have assets by descent, but not otherwise: If he covenants also for his executors and administrators, his personal assets, as well as his real, are likewise pledged for the performance of the covenant; which makes such covenant a better security than any warranty. It is also in some respects a less security, and therefore more beneficial to the grantor; who usually covenants only for the acts of himself and his ancestors, whereas a general warranty extends to all mankind. For which reasons the covenant has in modern practice totally superceded the other.

8. Lastly, comes the conclusion, which mentions the execution and date of the deed, or the time of it's being given or executed, either expressly, or by reference to some day and year before-mentioned. Not but a deed is good, although it mention no date: or hath a false date; or even if it hath an impossible date, as the thirtieth of February; provided the real day of it's being dated or given, that is delivered, can be proved.

The fifth requisite for making a good deed, is the reading of it. This is necessary, wherever any of the parties desire it; and, if it be not done on his request, the deed is void as to him. If he can, he should read it himself: if he be blind or illiterate, another must read it to him. If it be read falsely, it will be void; at least for so much as is misrecited: unless it be agreed by collusion that the deed shall be read false, on purpose to

make it void : for in such cases it shall bind the fraudulent party.

Sixthly, it is requisite that the party, whose deed it is, should seal, and now in most cases I apprehend should sign it also.

A seventh requisite to a good deed is that it be delivered, by the party himself or his certain attorney : which therefore is also expressed in the attestation ; “ sealed and delivered.” A deed takes effect only from this tradition or delivery ; for if the date be false or impossible, the delivery ascertains the time of it. And if another person seals the deed, yet if the party delivers it himself, he thereby adopts the sealing, and by a parity of reason the signing also, and makes them both his own. A delivery may be either absolute, that is, to the party or grantee himself ; or to a third person, to hold till some conditions be performed on the part of the grantee : in which last case it is not delivered as a deed, but as an escrow* ; that is, as a scrowl or writing, which is not to take effect as a deed till the conditions be performed, and then it is a deed to all intents and purposes.

The last requisite to the validity of a deed is the attestation, or execution of it in the presence of witnesses : though this is necessary, rather for preserving the evidence, than for constituting the essence of the deed.

If a deed wants any of the essential requisites before mentioned ; either 1. Proper parties, and a proper sub-

* The *escrow* may be as follows : after the words “ sealed and delivered in presence of us,” and before the witnesses sign, insert, “ (As an escrow to take effect upon the grantee’s coming of age and conveying to the grantors herein named their several and respective shares in the lands valued and apportioned to and among the said grantee and the said grantors, &c.)” [Or, *as the case may be* :] after which the witnesses may sign.

ject matter : 2. A good and sufficient consideration : 3. Writing, on paper or parchment, duly stamped : 4. Sufficient and legal words, properly disposed : 5. Reading, if desired, before the execution : 6. Sealing, and, by the statute, in most cases signing also : or 7. Delivery ; it is a void deed *ab initio*. It may also be avoided by matter *ex post facto* : as, 1. By rasure, interlining, or other alteration in any material part ; unless a memorandum be made thereof at the time of the execution and attestation. 2. By breaking off, or defacing the seal. 3. By delivering it up to be cancelled ; that is, to have lines drawn over it in the form of lattice work or *cancelli* ; though the phrase is now used figuratively for any manner of obliteration or defacing it. 4. By the disagreement of such, whose concurrence is necessary, in order for the deed to stand : as the husband, where a feme-covert is concerned ; an infant, or person under duress, when those disabilities are removed ; and the like. 5. By the judgment or decree of a court of judicature. This was anciently the province of the court of star chamber, and now of the chancery : when it appears that the deed was obtained by fraud, force, or other foul practice ; or is proved to be an absolute forgery. In any of these cases the deed may be avoided, either in part or totally, according as the cause of avoidance is more or less extensive. See 2 *Black. 299 & seq.*

If a man through fear of death or mayhem is prevailed upon to execute a deed, or do any other legal act ; these, tho' accompanied with all other the requisite solemnities, may be afterwards avoided, if forced upon him by a well grounded apprehension of losing his life, or even his limbs, in case of his non-compliance. 1 *Blac. 132.*

By Auditors under a Domestic Attachment.

To all persons to whom these presents shall come, *Abel Bee*, *Caleb Doe*, and *Enoch Finch*, send greeting: Whereas a certain writ of attachment grounded on the act of assembly of this state, in such case made and provided, hath been awarded by the court of common pleas, held at —, for the county of —, at the suit of *Pasquin Quiz*, bearing teste the — day of —, in the year of our Lord —, and returnable the — day of —, against the goods and chattels, lands and tenements of *Rion Row*, late of the county aforesaid, yeoman, directed to the sheriff of the said county, by whom, amongst other things, in pursuance thereof, was attached a certain messuage, &c. [*Here describe the premises.*] And whereas on the return of the said writ in the same term of — last past, the said *Abel Bee*, *Caleb Doe*, and *Enoch Finch*, were nominated and appointed by the judges of the said court of common pleas, at —, to audit the accounts of the said *Rion Row*'s, creditors, and to adjust their demands, and settle their shares and proportions of the aforesaid *Rion Row*'s whole estate, real and personal. And whereas the said *Abel Bee*, *Caleb Doe*, and *Enoch Finch*, having given due and timely notice of the time and place of sale of the said messuage or tenement and lot of ground by the said sheriff as aforesaid attached, exposed the same to public sale or vendue on the — day of — last, when *Thomas Gold*, of —, merchant, bought the same for the sum of — dollars, he being the best and highest bidder. Now know ye, that the said *Abel Bee*, *Caleb Doe*, and *Enoch Finch*, by force and virtue of the act of assembly aforesaid, and for and in consideration of the sum of — dollars, to them in hand paid to and for the use of the said *Rion Row*, by the said *Thomas Gold*, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assured, and delivered, and by these presents do as much as in them the said auditors


he and they lawfully may, grant, bargain, sell, assure and deliver unto the said *Thomas Gold*, his heirs and assigns, all the aforesaid messuage or tenement [*here describe the premises particularly*] Together also with all and singular the buildings, improvements, ways, waters, water-courses, rights, liberties, privileges and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders thereof, and all the estate, right, title, interest, use, possession, property, claim, and demand whatsoever, of him the said *Rion Row*, of, in, to or out of the above mentioned premises: To have and to hold the said described messuage or tenement and lot of ground, hereditaments and premises hereby granted, bargained and sold, or mentioned or intended to be with the appurtenances, unto the said *Thomas Gold*, his heirs and assigns, to the only proper use and behoof of the said *Thomas Gold*, his heirs and assigns forever, according to the form and effect of the act of assembly in such case made and provided. [*Here insert the ground rents, if any.*] In witness, &c.

Deed Poll,

To all people to whom these presents shall come, *Abbey Bent* of the city of —, in the state of —, widow and relict of *Ira Bent*, late of the same place, esquire, deceased, *Enoch Bent*, of the same place, merchant, eldest son and heir at law of the said deceased, *Forbes Bent*, of the borough of —, in the state of — aforesaid, gentleman, another of the sons of the said deceased, and *John Slack*, of the borough of — aforesaid, gentleman, and *Mary*, his wife, late *Mary Bent*, only daughter of the said deceased, send greeting: [*Recitals.*]

Know ye, that the said *Abbey Bent*, *Enoch Bent*, *Forbes Bent*, *John Slack* and *Mary* his wife, for

and in consideration of the sum of ——— dollars to them in hand paid by *Isaac Norton*, of the city of ——— aforesaid, at and before the enfealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said *Isaac Norton*, his heirs, executors and administrators, by these presents, have granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm, unto the said *Isaac Norton*, his heirs and assigns, all that messuage or tenement, &c. Together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever, of them the said *Abbey Bent*, *Enoch Bent*, *Forbes Bent*, *John Slack* and *Mary* his wife, in law or equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said messuage, or tenement, and lot or piece of ground, hereditaments and premises, hereby granted, or mentioned or intended so to be, with the appurtenances, unto the said *Isaac Norton*, his heirs and assigns, to the only proper use and behoof of the said *Isaac Norton*, his heirs and assigns, for ever; subject to the payment of the yearly ground-rent of ——— dollars, hereafter accruing for the same, and payable thereout to *Caleb Doe* of ———, his executors, administrators, or assigns. In witness, &c.

 A deed made by one party only is not indented, but polled or shaved quite even; and therefore called a deed poll, or a single deed.

Of Heirs at Law releasing a Trust reposed in the Intestate.

To all people to whom these presents shall come, *Rachel Duck*, of —, *Amos Duck*, of —, *Win Duck*, of —, and *Amos Folk*, and *Jane* his wife, late *Jane Duck*, (the said *Rachel Duck* being the mother, the said *Amos Duck* and *Win Duck* being the brothers, and the said *Jane*, being the sister of *Samuel Duck*, late of —, gentlemen, deceased), send greeting. Whereas the said *Samuel Duck* in his lifetime, *Daniel Bane*, esquire, *Walter Bane*, *John Shaw* and *John Wyer*, all of —, were jointly interested and concerned in the purchase, location, and survey of twenty-one tracts of land, on the waters of the river —, in the township of —, in the county of —, and state of —, containing together —, be the same more or less, the legal title whereof by their consent and appointment, was vested in the said *Samuel Duck*, who held the same in trust for the use of the parties aforesaid, in the following proportions, to wit: one equal fourth part thereof to the use of the said *Daniel Bane*, and his heirs, one other fourth part thereof to *Walter Bane*, and his heirs; one equal sixth part thereof to *John Shaw*, and his heirs; one other sixth part thereof to *John Wyer*, and his heirs, and the remaining sixth part to his own proper use and behoof. And whereas the said *Samuel Duck*, being so seised of the premises, lately died intestate, whereupon the same, by the laws of — did descend and come to the said *Rachel Duck*, *Amos Duck*, *Win Duck*, and *Jane* the wife of the said *Amos Folk*, subject to the trust aforesaid: Now know ye, that the said *Rachel Duck*, *Amos Duck*, *Win Duck*, and *Jane* the wife of the said *Amos Folk*, in pursuance of the said trust so as aforesaid reposed in the said *Samuel Duck*, in his lifetime, and also for and in consideration of the sum of — dollars each to them in hand paid by the said *John Shaw*, at and before the enfeoff-

ing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, released and confirmed, and by these presents, do grant, bargain, sell, remise, release and confirm, unto the said *John Shaw*, and to his heirs and assigns, one full, equal and undivided sixth part (the whole into six equal parts to be divided) of and in the said twenty-one tracts of of land, containing — acres. Together with all and singular the rights, members and appurtenances whatsoever, to the said equal sixth part belonging, or in any wise appertaining, and the reversions and remainders thereof, and also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever of the said *Rachel Duck*, &c. &c. To have and to hold the said undivided sixth part, &c. for such estate and estates, and under such rents and conditions as the said *Samuel Duck*, had and held the same in his lifetime, without any warranty express or implied by the words of this deed, save only against the said *Rachael Duck*, &c. &c. their heirs and assigns, severally and not jointly, nor the one for the other, or for the act or deed of the other, but each for their own acts only. In witness whereof, &c.

Of Feoffment.

This indenture, made the — day of — between *Abel Bell*, of —, of the one part, and *Caleb Doe*, of —, of the other part, witnesseth, that the said *Abel Bell*, for and in consideration of the sum of — dollars, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said *Caleb Doe*, his heirs and assigns for ever, all that messuage or tenement, &c, and the reversion and re-

versions, remainder and remainders, rents and services thereof, and also, all the estate, right, title, interest, claim and demand whatsoever, of him the said *Abel Bell*, of, in, and to the said premises, and of, in, and to every part and parcel thereof, To have and to hold the said messuage, tenement, and premises abovementioned, with the appurtenances, unto the said *Caleb Doe*, his heirs and assigns, for ever. And the said *Abel Bell*, for himself, his heirs and assigns, doth covenant and grant to and with the said *Caleb Doe*, his heirs and assigns, that he the said *Abel Bell*, now is lawfully and rightfully seized, &c. And also, that he the said *Abel Bell* hath good right, full power, and lawful authority, in his own right, to grant, bargain, sell and convey, all and singular the said messuages and premises, with the appurtenances, unto the said *Caleb Doe*, his heirs and assigns. And that he the said *Caleb Doe*, his heirs and assigns, shall and may at all times for ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said messuage, lands, tenements, hereditaments, and premises abovementioned, with the appurtenances, without the let, trouble, hindrance, molestation, interruption, or denial of him the said *Abel Bell* his heirs or assigns, or of any other person or persons whatsoever, claiming, or to claim, by from, or under him, them, or any of them, (except as hereinafter is excepted) and that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other bargains, sales, gifts, grants, leases, mortgages, jointures, dowers, uses, wills, entails, fines, post-fines, issues, amerciements, seizures, bonds, annuities, statutes, recognizances, extents, judgments, executions, rents, and arrears of rent, and of and from all former and other charges, estates, rights, titles, troubles and incumbrances whatsoever, had, made, committed, done, or suffered, or to be had,

made, committed, done, or suffered by the said *Abel Bell*, or any person or persons whatsoever claiming, or to claim, by, from, or under him, them or any of them (except one indenture of lease granted by the said *Abel Bell*, to *Enoch Finch*, of —, of part of the said premises, for the term of — years, under the yearly rent of — dollars, which rent is intended to pass hereby). And further, that the said *Abel Bell* and his heirs, and all and every other person and persons, having or claiming in the said premises abovementioned, or any part thereof, by, from, or under him, (except as before excepted) shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the costs and charges of the said *Caleb Doe*, his heirs or assigns, make, do, and execute, or cause and procure to be made, done, and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devises, deeds, conveyances, and assurances in the law whatsoever, for the further, better, and more perfectly granting, conveying and assuring, of all and singular the said premises abovementioned, with the appurtenances, unto the said *Caleb Doe*, his heirs and assigns, to the only proper use and benefit of the said *Caleb Doe*, his heirs and assigns for ever, according to the true intent and meaning of these presents, as by the said *Caleb Doe*, his heirs and assigns, or his or their counsel, shall be reasonably devised, advised and required. And lastly, the said *Abel Bell* hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint *Ezra Foot*, of —, and *George Hughes*, of —, his true and lawful attornies, jointly, and either of them severally, for him and in his name, into the said messuage, lands and premises, with the appurtenances, hereby granted and conveyed, or mentioned to be, or into some part thereof, in the name of the whole, to enter, and full, quiet and peaceable possession

and seisin thereof, for him, and in his name, to take and have, and such possession and seisin so thereof taken and had, the like full possession and seisin thereof, or of some part thereof, in the name of the whole, unto the said *Caleb Doe*, or to his certain attorney, to give and deliver, To hold to him the said *Caleb Doe*, his heirs and assigns, for ever, according to the true intent and meaning of these presents, hereby ratifying, confirming and allowing, and agreeing to ratify, confirm and allow, all and whatsoever his said attornies, or either of them, shall do in the premises. In witness, &c.

Deed Poll on disfranchising a Member of a Company.

To all to whom these presents shall come, the master, wardens and society of the art and mystery of apothecaries of the city of —, send greeting : Know ye, that we for divers good causes and considerations, us hereunto especially moving, have acquitted, released, and discharged, and by these presents, for us and our successors, do acquit, release, and discharge *Amos Bond*, apothecary, of —, of and from his freedom in the said society or company, and of and from all other offices, duties, charges, payments, and things whatsoever relating thereto, or whereto he now stands engaged, by virtue of any charters, bye-laws, ordinances, or other matter or thing whatsoever ; and so as of and from the same, he shall and may at all times hereafter be fully and absolutely discharged by these presents. In witness whereof we have herenunto caused our public seal to be set, this — day of —, in the — year of the reign of our sovereign, &c.

From an Administratrix for Land sold at vendue by order of Orphans Court.

This indenture made the — day of —, between *Mary Hay*, administratrix of all and singular the goods and chattels, rights and credits, which were of *John Hay*, late of —, *weaver*, deceased, at the time of his death (who died intestate) of the one part; and *Jesse Sharp*, of — *yeoman*, of the other part: Whereas the said *John Hay*, in his lifetime and at the time of his death, was seised in his demesne as of fee of and in a certain tract of land, situate in —, containing about — acres. And whereas administration of all and singular the goods and chattels, rights and credits which were of the said *John Hay*, at the time of his death, after the death of the said *John Hay*, was in due form of law committed to the aforesaid *Mary Hay*, who having undertaken the burthen of administering the same, did settle her account of the administration aforesaid, before the judges of the orphans court of the said county of —, at a court held at —, in and for the said county the — day of — last past, by which said settlement, it was manifest, that the personal estate of the said *John Hay*, deceased, was not sufficient to pay his just debts and maintain his children. And whereas by the petition of the said *Mary Hay*, to the said judges, setting forth the premises, and praying the said court to allow her to make sale of so much of the said lands as the said court should judge necessary for the purposes aforesaid, and thereupon it was considered and ordered by the said court that — acres of the abovementioned land, adjoining the lands of —, be sold on the — day of —, at —, according to the prayer of the said petition, as by the records and proceedings of the said court, reference thereunto being had may fully and at large appear. And whereas in pursuance of the said order, and by force and virtue of the laws of this state, in such case made and pro-

vided, afterwards, to wit. on the said — day of — at —, the said *Mary Hay*, did expose to sale at public vendue or auction, the hereinafter described — acres of land, part of the above said — acres, and adjoining the lands of the said —, after duly advertizing the same according to law, and then and there did sell the same to the said *Jesse Sharp*, for the sum of — dollars, he being the highest bidder, and that the highest and best price bidden for the same; which sale, on report thereof made to the said judges, on the — day of —, was confirmed by the said court, and it was considered and adjudged by the said court, that the same should be and remain firm and stable for ever, as by the records and proceedings of the same court, reference being thereunto had, more fully and at large appears. Now this indenture witnesseth, that the said *Mary Hay*, for and in consideration of the said sum of — dollars, to her in hand paid by the said *Jesse Sharp*. at and before the enrolling and delivering hereof, the receipt whereof she doth hereby acknowledge and thereof acquit and forever discharge the said *Jesse Sharp*, his heirs, executors and administrators, by these presents, hath granted, bargained, sold, released and confirmed, and by these presents, doth grant, bargain, sell, release, and confirm unto the said *Jesse Sharp*, all that piece or parcel of land, situate in —, adjoining lands of —, bounded and described as follows, that is to say —, and containing — acres: Together with all and singular the houses, out-houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, and demand whatsoever of the said *John Hay*, in his lifetime, at and immediately before the time of his decease, or of her the said *Mary Hay*,

in law or equity or otherwise howsoever, of, in, to or out of the same : To have and to hold the said piece or parcel of land, hereditaments and premises hereby granted or mentioned or intended so to be with the appurtenances, unto the said *Jesse Sharp*, his heirs and assigns, to the only proper use and behoof of the said *Jesse Sharp*, his heirs and assigns forever. In witness, &c. (*See Read's Dig.* 188.)

Sheriff's Deed upon a Venditioni Exponas.

To all people to whom these presents shall come, *Henry Smith*, esquire, high sheriff of the county of —, in the commonwealth of *Pennsylvania*, sendeth greeting : Whereas by a certain writ of *Fieri Facias*, issued out of the court of common pleas, for the county of —, tested at —, the — day of — to the said sheriff directed, he was commanded that of the goods and chattels, lands and tenements of *Ann Nob*, late of his county, widow, in his bailiwick, he should cause to be levied as well a certain debt of —, which *Simon Prabl*, lately in the said court recovered against her as —, which to the said *Simon Prabl* were adjudged for his damages, which he sustained by occasion of the detention of that debt, and that he should have those monies before the judges of the said court at —, at a county court of common pleas there to be held for the said county of —, the — then next, to render to the said *Simon Prabl*, for his debt and damages aforesaid, whereof the said *Ann Nob* is convict, as appears of record, and that he should have then there that writ. And whereas the said sheriff did on that day return to the said judges at —, that by virtue of the said writ to him directed, he had seised and taken in execution, a certain messuage, &c. [*according to the sheriff's return,*] which remained in his hands unsold for want of buyers, so that he could not have the mo-

nies in the said writ mentioned, at the day and place therein specified, as by the said writ he was commanded, and that the residue of the execution of the said writ was contained in a certain schedule or inquisition thereunto annexed. By which said schedule or inquisition it appears on the oaths and affirmations of the inquest therein named, and under their hands and seals, that the rents, issues and profits of the said *messuage*, &c. were not of a clear yearly value beyond all reprises, sufficient within the space of seven years to satisfy the debt and damages in the said writ mentioned. And whereas by a certain writ of *Venditioni Exponas*, issued out of the said court, bearing teste at ——— afore said, the ——— day of ——— last past, and to the said sheriff directed, he was commanded that the said *messuage*, &c. with the appurtenances so by him seised and taken in execution as afore said, he should expose to sale, and that he should have the monies arising from such sale before the said judges at ———, at the court of common pleas there to be held, for the said county of ———, the ——— day of ——— then next, to render to the said *Simon Prabl*, for his debt and damages afore said. And whereas the said sheriff having given due and legal notice of the time and place of sale of the said *messuage*, &c. did on *Monday* the ——— day of ———, expose the same to sale by public vendue or outcry, and sold the same to *Jacob Long*, of ———, for the sum of ———, he being the highest bidder, and that the highest and best price bidden for the same. Now know ye, that the said sheriff, for and in consideration of the afore said sum of ——— to him in hand paid by the said *Jacob Long*, at and before the enfealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, and sold, and by these presents, according to the directions of the said last recited writ, and by force and virtue thereof, doth grant, bargain and sell unto the said *Jacob Long*, his heirs and assigns, all that

the said *messuage*, &c. Together with all and singular the buildings, improvements, rights, members and appurtenances whatsoever therunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, property, claim and demand whatsoever of her the said *Ann Nob*, of, in, to or out of the same: To have and to hold the said *messuage*, &c. hereditaments and premises hereby granted or mentioned or intended so to be, with the appurtenances, unto the said *Jacob Long*, his heirs and assigns, to his and their only proper use and behoof forever, for such estate and under such rents and conditions as the said *Ann Nob* had and held the same at and immediately before the taking thereof in execution, but for no longer or greater estate than she the said *Ann Nob*, then and there had and held the same, according to the form and effect of the laws and usage of this commonwealth, in such case made and provided. In witness whereof the said sheriff hath hereunto set his hand and seal the — day of —,

Sheriff's deed upon a Levari Facias.

To all people to whom these presents shall come, *Henry Smith*, esquire, high sheriff of the county of —, in the commonwealth of *Pennsylvania*, sendeth greeting: Whereas by a writ of *Levari Facias* issued out of the county court of common pleas of the county of —, bearing teste at —, the — day of — last past, to the said sheriff directed, he was commanded that without any other writ of the lands and tenements of *Ann Nobb*, late of —, widow, in his bailiwick, to wit, of ascertain *messuage*, &c. he should cause to be levied, &c. [as in the writ] and that he should have those monies before the judges at —, at the county court of common pleas, there to be held

for the said county of —, the — day of — then next, to render to the said *Simon Pratt*, for his debt & damages aforesaid: And whereas the said Sheriff having given due & legal notice of the time and place of sale of the said *messuage*, &c. did on *Monday*, the — day of —, expose the same to sale by public vendue or outcry, and sold the same to *Jacob Long*, of —, for the sum of —, he being the highest bidder; and that the highest and best price bidden for the same: Now know ye that the said Sheriff for and in consideration of the aforesaid sum of —, to him in hand paid by the said *Jacob Long*, at and before the enfealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained and sold; and by these presents, according to the directions of the said recited writ and by force and virtue thereof, doth grant, bargain and sell unto the said *Jacob Long*, his heirs and assigns, all that the said *messuage*, &c. Together with all and singular the buildings, improvements, rights, members and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and also, all the estate, right, title, interest, property, claim and demand whatsoever, of her the said *Ann Nobb*, of, in, to, or out of the same, To have and to hold the said *messuage*, &c. hereditaments and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said *Jacob Long*, his heirs and assigns, to his and their only proper use and behoof forever, for such estate and under such rents and conditions as the said *Ann Nobb* had and held the same at and immediately before the taking thereof in execution, but for no larger or greater estate than she the said *Ann Nobb*, then and there had and held the same, according to the form and effect of the laws and usage of this commonwealth, in such case made and provided. In witness whereof the said Sheriff hath hereunto set his hand and seal, the — day of —

¶ This deed applies where lands are sold upon a mortgage, in which case no previous condemnation of an inquest is required. See *Read's Dig.* 227.


A Deed by Sheriff for Lands sold by his predecessor.

To all people to whom these presents shall come, *Henry Smith*, esquire, high sheriff of the county of —, in the commonwealth of *Pennsylvania*, sendeth greeting : Whereas by a certain writ of *Fieri Facias* issued out of the court of common pleas for the said county of —, tested at —, the — day of —, the sheriff of the said county was commanded that of the goods and chattels, lands and tenements of *Ann Nob*, late of his county, widow, in his bailiwick, he should cause to be levied as well a certain debt of —, which *Simon Prabl*, lately in the said court recovered against her as —, which to the said *Simon Prabl* were adjudged for his damages, which he sustained by occasion of the detention of that debt, and that he should have those monies before the judges of the said court at —, at a county court of common pleas, there to be held for the said county of —, the — then next, to render to the said *Simon Prabl*, for his debt and damages aforesaid, whereof the said *Ann Nob* is convict, as appears of record, and that he should have then there that writ. And whereas *Adam Krum*, esquire, the then sheriff of the said county, did on that day return to the said judges at —, that by virtue of the said writ to him directed he had seised and taken in execution a certain messuage, &c. [according to the sheriff's return,] which remained in his hands unsold for want of buyers, so that he could not have the monies in the said writ mentioned, at the day and place therein specified, as by the said writ he was commanded, and that the residue of the execution of the said writ was contained in a certain schedule or inquisition thereunto annexed.

By which said schedule or inquisition it appears on the oaths and affirmations of the inquest therein named, and under their hands and seals, that the rents, issues and profits of the said *messuage*, &c. were not of a clear yearly value beyond all reprises, sufficient within the space of seven years to satisfy the debt and damages in the said writ mentioned. And whereas by a certain writ of *Venditioni Exponas*, issued out of the said court, bearing teste at — aforesaid, the — day of — last past, and to the said sheriff directed, he was commanded that the said *messuage*, &c. with the appurtenances so by him seised and taken in execution as aforesaid, he should expose to sale, and that he should have the monies arising from such sale, before the said judges at —, at the court of common pleas there to be held, for the said county of —, the — day of — then next, to render to the said *Simon Prabl*, for his debt and damages aforesaid. And whereas the said *Adam Krum*, the sheriff aforesaid, having given due and legal notice of the time and place of sale of the said *messuage*, &c. did on *Monday* the — day of —, expose the same to sale by public vendue or outcry, and sold the same to *Jacob Long*, of —, for the sum of —, he being the highest bidder, and that the highest and best price bidden for the same. And whereas the said *Adam Krum*, late sheriff as aforesaid, was removed from his office aforesaid, before any deed was executed by him to the said *Jacob Long*, the purchaser aforesaid; whereupon the said *Jacob Long* did prefer his petition to the judges of the said court of common pleas, at an *adjourned* court of common pleas, held at —, for the said county of —, on —, the — day of — last past, setting forth therein as is above recited, and praying the said court to order and direct the said *Henry Smith*, the present sheriff, to execute a deed to him the said *Jacob Long*, for the said *messuage*, &c. so as aforesaid purchased. In

pursuance whereof the said court did then and there
 order and direct the said *Henry Smith*, the present
 sheriff of the said county of —, to perfect the title
 of the said *Jacob Long*, by executing a deed to him for
 the premises so as aforesaid purchased of the said *Adam*
Krum, late sheriff, according to the act of general as-
 sembly in such case provided, as in by the records of
 the said court, relation thereunto being had more fully
 and at large will appear. Now know ye, that the said
Henry Smith, esquire, high sheriff as aforesaid, in pur-
 suance of the said order and direction of the court a-
 fforesaid, and also for and in consideration of the afore-
 said sum of — to the said *Adam Krum*, late sheriff,
 in hand paid by the said *Jacob Long*, (the receipt and
 payment whereof is hereby confessed and acknowledg-
 ed by the said *Adam Krum*), hath granted, bargained
 and sold, and by these presents doth grant, bargain and
 sell unto the said *Jacob Long*, his heirs and assigns, all
 that the said *messuage*, &c. Together with all and sin-
 gular the buildings, improvements, rights, members
 and appurtenances whatsoever thereunto belonging, or
 in any wise appertaining, and the reversions and re-
 mainders, rents, issues and profits thereof, and also all
 the estate, right, title, interest, property, claim and de-
 mand whatsoever of her the said *Ann Nob*, of, in, to or
 out of the same: To have and to hold the said *messu-*
age, &c. hereditaments and premises, hereby granted
 or mentioned, or intended so to be, with the appurte-
 nances, unto the said *Jacob Long*, his heirs and assigns,
 to his and their only proper use and behoof forever,
 for such estate and under such rents and conditions as
 the said *Ann Nob*, had and held the same at and imme-
 diately before the taking thereof in execution by the
 said *Adam Krum*, as aforesaid, but for no larger or
 greater estate than she the said *Ann Nob* then and there
 had and held the same, according to the form and effect
 of the laws and usage of this commonwealth in such

case made and provided. In witness whereof the said sheriff hath hereunto set his hand and seal the — day of —.

 The form of a petition to the court required in this case will be found under title "PETITION." The old sheriff having actually received the money, should sign the receipt in the deed. *See Read's Dig.* 354, &c.

By an Executor on contract of the Testator.

This indenture, made the — day of —, between *Ephraim Sample* of —, *esquire*, surviving executor of the last will and testament of *Walter Adlee*, late of the same place, *esquire*, deceased, of the one part, and *Lewis Fee*, of —, *yeoman*, of the other part: Whereas the said *Walter Adlee*, by force and virtue of divers good conveyances and assurances in the law, duly had and executed, became, in his life-time, lawfully seized, in his demesne as of fee of and in a certain messuage, &c. situate, &c. [*here describe the premises*] with the appurtenances: And, being so thereof seized, did, on or about the year —, enter into a contract with a certain *Ira Voge*, for the sale of a certain tract of land (part of the premises aforesaid) containing, by computation, about — acres, be the same more or less, bounded, &c. [*as in agreement*] for the sum of —, per hundred acres; part whereof, to wit, — were paid by the said *Ira Voge* to the said *Walter Adlee* in his life-time, &c. And the said *Lewis Fee*, doth alledge, that, by divers mesne conveyances and assurances in the law, the right and interest of the said *Ira Voge*, of and in the aforesaid tract of land, is now vested in him the said *Lewis Fee*, subject to the payment of the residue of the purchase money afore-

said, with interest : And whereas the said *Walter Adice* did not comply with the said contract in his life-time, nor was there any sufficient provision made by him for the performance thereof : And whereas, agreeably to the provisions and directions contained in the act of general assembly of this commonwealth, passed the thirty-first day of March, Anno Domini one thousand seven hundred and ninety-two, entitled, " An act to enable executors and administrators, by leave of court, to convey lands and tenements contracted for, with their decedents, and for other purposes therein mentioned," the said *Lewis Fee* did on the — day of —, &c. cause and procure the said recited contract to be duly proved in the court of common pleas of the said county of — ; which proof was adjudged by the said court to be sufficient and *John Boal*, esquire, prothonotary of the same court, on the same day and year, did annex the same to the said contract, and did certify the same under his hand and the seal of the said court : and thereupon the same was on the — day of — last past recorded in the office for recording of deeds of the said county of —, in book —, page — &c. And whereas the said *Ephraim Sample*, as executor aforesaid, preferred his petition to the said court, praying leave to make and execute a deed of conveyance to the said *Lewis Fee*, and his heirs, for the said tract of land (which by a survey thereof lately made has been found to contain — acres, and is butted, bounded and described as hereinafter mentioned) with the appurtenances, according to the true intent and meaning of the said contract : Whereupon the said court, on the — day of — last past, having considered the prayer of the said petition, and the evidence of the contract aforesaid, ordered and decreed, that the said *Ephraim Sample*, as executor aforesaid, should make and execute a deed to the said *Lewis Fee*, and his heirs, of the herein after described tract of land, agreeably to the terms of

the said contract, as by the records of the said court, relation being thereunto had, more fully and at large appears. Now this indenture witnesseth, that the said *Ephraim Sample*, for and in consideration of the sum of —, (being the balance of the purchase money and interest thereon) unto him in hand well and truly paid by the said *Lewis Fee*, at and before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, aliened, released and confirmed, and by these presents, by virtue and in pursuance of the said decree, doth grant, bargain and sell, alien, release and confirm, unto the said *Lewis Fee*, and to his heirs and assigns, all that the aforesaid tract or piece of land, bounded and described as follows, to wit: Beginning, — &c. Together, &c. [*as in other deeds of conveyance, without warranty.*]

☞ See Read's Digest, 121, &c. and form of petition under title "PROCESS."

For barring an Estate-tail.

This indenture, made the — day of —, between *Rose Cole*, of —, of the one part, and *Enoch Tack*, of —, of the other part, witnesseth, That the said *Rose Cole*, for and in consideration of the sum of —, to her in hand paid by the *Enoch Tack*, at and before the enfealing and delivery hereof, the receipt whereof is hereby acknowledged, and also for the purpose of barring the estate-tail, of which the said *Rose Cole* is seised in the rent-charge hereinafter mentioned, hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm, unto the said *Enoch Tack*, his heirs and assigns, all that yearly rent-charge or sum of —, payable on —, arising and issuing

out of a certain lot of ground, with the buildings, thereon erected, situate, lying and being in —, with the appurtenances, and the reversion and reversions, remainder and remainders thereof; and also all the estate, right, title and interest of her, the said *Rose Cole*, of, in, to and out of the same: To have and to hold the same yearly rent-charge with the appurtenances, unto the said *Enoch Tack*, his heirs and assigns, forever. In witness, &c.

Same by way of confirmation.

This indenture made the — day of —, between the honorable *John Penn*, esquire, one of the late proprietors of Pennsylvania, (by *Enoch Price*, of —, his attorney, duly constituted) of the one part, and *George Kline*, of —, of the other part: Whereas the said *John Penn*, by his said attorney, by indenture bearing date the — day of —, for the consideration therein mentioned, did grant and convey unto the said *George Kline*, and to his heirs and assigns, a certain lot or piece of ground, situate in —, with the appurtenances, to hold to him, the said *George Kline*, his heirs and assigns, for ever, yielding and paying therefor unto the said *John Penn*, his heirs and assigns, the yearly rent or sum of —, on the — day of — yearly forever: And whereas the said *John Penn* having received from the said *George Kline*, the full value of the said lot of ground, did intend, by and under the above recited indenture, to vest in him, the said *George Kline*, his heirs and assigns, an absolute estate of inheritance in fee simple of and in the aforesaid lot or piece of ground under the yearly rent charge aforesaid: But forasmuch as the said *John Penn*, at the time of making and executing the said indenture, was seised only of an estate-tail in the premises: Therefore this indenture witnesseth, that the said *John Penn*, (by the said

Enoch Price, his attorney, thereto duly constituted) for the purpose of barring and destroying the said estate-tail, of which he was or is seised in the premises aforesaid · and in pursuance and by virtue of an act of the general assembly of Pennsylvania in such case made and provided, intituled, “ An act to facilitate the barring of entails,” and for and in consideration of the sum of five shillings, lawful money of Pennsylvania, unto him, at the execution hereof, by the said *George Kline*, well and truly paid, the receipt whereof is hereby acknowledged, hath given, granted, bargained, sold, ratified and confirmed, and by these presents doth give, grant, bargain, sell, ratify and confirm unto the said *George Kline*, and to his heirs and assigns, all that the aforesaid lot or piece of ground, together with the appurtenances, to have and to hold the said premises, with the appurtenances, unto the said *George Kline*, his heirs and assigns, to his and their only proper use and behoof, for ever : Nevertheless, under the yearly rent-charge in the above recited indenture reserved, and subject to all the rights and powers therein contained, of entering and distraining on the premises for non-payment thereof. In witness, &c.

☞ See Read's Digest 118, 119.

By Executors.

This indenture made the — day of —, between *William Carter* and *David Tooke*, executors of the testament and last will of *Rice Carter*, late of — yeoman, deceased, of the one part and *Jacob Miller*, of —, yeoman, of the other part : Whereas the said *Rice Carter*, by force and virtue of divers good conveyances and assurances in the law, duly had and executed, became in his lifetime lawfully seised in his demesne, as of fee, of and in a certain plantation

and tract of land, situate and being in the township of ——— aforesaid, bounded and described as follows. that is to say: Beginning, ———, &c. containing ——— acres, with the appurtenances. And being so thereof sealed as aforesaid, the said *Nice Carter* on the ——— day of ———, made his last will and testament in writing, wherein and whereby among other things he did order and direct his executors therein after named, to sell and convey the said described plantation and tract of land for the best price that could be had for the same, and of his said will did make and constitute the said *William Carter* and *David Tooke*, to be the executors, and died without altering or revoking the same, as in and by the said will remaining in the register's office at ———, reference thereunto being had will more at large appear. Now this indenture witnesseth, that the said *William Carter* and *David Tooke*, for and in consideration of the sum of ——— to them in hand paid by the said *Jacob Miller*, at and before the enclosing and delivering hereof, the receipt and payment whereof they do hereby acknowledge, and thereof acquit and forever discharge the said *Jacob Miller*, his heirs, executors and administrators, by these presents, have granted, bargained, sold, aliened, released and confirmed, and by these presents (by virtue of the powers and authorities to them given by the said will, and pursuant to the directions thereof) do grant, bargain, sell, alien, release and confirm unto the said *Jacob Miller*, his heirs and assigns, all that the above mentioned and described plantation and tract of land with the appurtenances: Together with all and singular the houses, out-houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof: and also all the estate, right, title, interest, property, claim and demand whatsoever

of the said *Rice Carter*, in his lifetime at and immediately before the time of his decease, of, in, to or out of the same : To have and to hold the said plantation and tract of land, hereditaments and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said *Jacob Miller*, his heirs and assigns, to the only proper use, benefit and behoof of the said *Jacob Miller*, his heirs and assigns forever. And the said *William Carter*, and *David Tooke*, do severally, but not jointly, or the one for the other, or for the act or deed of the other, but each for his own acts only, covenant, promise, grant and agree to and with the said *Jacob Miller*, his heirs and assigns, by these presents, that they the said *William Carter* and *David Tooke*, have not, nor hath either of them done, committed, or wittingly or willingly suffered to be done or committed any act, matter or thing whatsoever whereby the premises aforesaid, or any part thereof is, are or shall or may be impeached, charged or incumbered in title, charge or estate or otherwise howsoever. In witness, &c.

By an Administrator with the Will annexed.

This indenture made the — day of —, between *Samuel Spring*, administrator of all and singular the goods and chattels, rights and credits, which were of *Rice Cox*, late of —, yeoman, deceased, with the will of the said *Rice Cox* annexed, of the one part ; and *Jacob Monk*, of —, yeoman, of the other part : Whereas the said *Rice Cox*, by force and virtue of divers good conveyances and assurances in the law, duly had and executed, became in his lifetime lawfully seised in his demesne as of fee, of and in a certain plantation and tract of land, situate and being in the township of — aforesaid, bounded and described as follows, that is to say : Beginning — &c. containing — acres.

with the appurtenances. And being so thereof seised as aforesaid, the said *Rice Cox*, on the — day of —, made his last will and testament in writing wherein and whereby among other things he did order and direct his executors therein after named, to sell and convey the said described plantation and tract of land, for the best price that could be had for the same, and of his said will did make and constitute *Walter Cox* and *David Tod*, to be the executors, and died without altering or revoking the same, as in and by the said will remaining in the register's office at —, reference thereunto being had will more at large appear. And whereas the said *Walter Cox* and *David Tod*, having accepted the said trust, are both dead, without having made any sale of the said plantation and tract of land as aforesaid, [*or, have both refused to take upon them the burthen of the said executorship. Or, having taken upon them the burthen of the said executorship, and made a settlement of their accompts as far as they administered the estate of the said deceased, were at their desire dismissed from the further duties of their appointment by the Orphans' court of the said county of —. Or, as the case may be.*] And letters of administration of the unadministered part of the estate of the said *Rice Cox*, deceased, with the will of the said *Rice Cox* annexed, have been in due form of law granted to the said *Samuel Spring*. Now this indenture witnesseth, that the said *Samuel Spring*, for and in consideration of the sum of —, to him in hand paid by the said *Jacob Monk*, at and before the enfealing and delivering hereof, the receipt and payment whereof he doth hereby acknowledge, and thereof acquit and forever discharge the said *Jacob Monk*, his heirs, executors and administrators, by these presents, hath granted, bargained, sold, aliened, released and confirmed, and by these presents (by virtue of the powers and authorities given by the said will and in pursuance of the directions of an

act of general assembly passed the twelfth day of March Anno Domini, one thousand and eight hundred, entitled "An act declaring the power and authority given by any last will and testament to executors, to sell and convey real estates, to be and remain in the survivors or survivor of them, unless otherwise expressed in the will of the testator, and for other purposes therein mentioned,") doth grant, bargain, sell, alien, release and confirm, unto the said *Jacob Monk*, his heirs and assigns, all that the above mentioned and described plantation and tract of land with the appurtenances: Together with all and singular the houses, out-houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof: and also all the estate, right, title, interest, property, claim and demand whatsoever of the said *Rice Cox*, in his lifetime at and immediately before the time of his decease, of, in, to or out of the same: To have and to hold the said plantation and tract of land, hereditaments and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said *Jacob Monk*, his heirs and assigns, to the only proper use, benefit and behoof of the said *Jacob Monk*, his heirs and assigns forever. And the said *Samuel Spring*, doth covenant, promise, grant and agree to and with the said *Jacob Monk*, his heirs and assigns, by these presents, that he the said *Samuel Spring*, has not done, committed, or wittingly or willingly suffered to be done or committed any act, matter or thing whatsoever whereby the premises aforesaid, or any part thereof is, are or shall or may be impeached, charged or incumbered in title, charge or estate or otherwise howsoever. In witness, &c. See *Read's Dig.* 126.

For Lands sold by Administrators, by order of Orphans' Court.

This indenture made the — day of —, between *Timothy Rich* and *Adam Strong*, administrators of all and singular the goods and chattels, rights and credits, which were of *Abel Bush*, late of —, yeoman, deceased, of the one part, and *Edward Gale*, of —, gentleman, of the other part : Whereas the said *Abel Bush*, was in his lifetime lawfully seised in his demesne as of fee, of and in a certain plantation and tract of land, situate in — and bounded and described as follows, that is to say : Beginning at — containing, &c. with the appurtenances, and being so thereof seised as aforesaid, died intestate. And whereas at an Orphans' court held at —, in and for the county of —, aforesaid, the — day of —, upon the petition of *Charles Bush*, eldest son and heir at law, [or, as the case may be] of the said *Abel Bush*, praying the court to award an inquest, to make partition of the said real estate of the said intestate, in the said petition mentioned, to and among his children and representatives, in such manner, and in such proportions, as by the laws of *Pennsylvania*, is directed and appointed, if such partition could be made without prejudice to or spoiling the whole, otherwise to value and appraise the same, the said inquest was awarded by the court, according to the prayer of the said petitioner. Whereupon a writ of partition or valuation issued out of the said court, bearing teste the — day of —, to the sheriff of the said county directed, commanding him to summon an inquest, to make partition of the said real estate to and among the children and representatives of the said intestate, according to law, if such partition could be thereof made without prejudice to, and spoiling the whole ; but if such partition could not be thereof made as aforesaid, then to value and appraise the same : And

that that partition or valuation so made, he should distinctly and openly have before the judges of the said court at —, the — day of — then next. At which day, before the judges aforesaid, the sheriff of the said county, to wit. *Charles Mun, esq.* made return of the said writ, with a schedule thereunto annexed, by which schedule or inquisition, under the hand and seal as well of the said sheriff, as of the inquest therein named, it appears, by the oaths and affirmations of the said inquest, that the real estate in the said writ mentioned could not be parted and divided to and among the parties therein named, without prejudice to or spoiling the whole thereof: And therefore the inquest aforesaid, upon their oaths or affirmations aforesaid, had valued and appraised the same at the sum of — dollars, which return and valuation were, on motion, confirmed by the court. And whereas, all the heirs and legal representatives of the said *Abel Bush*, having severally and respectively refused to take the said plantation and tract of land, at the valuation aforesaid, the said court did, upon the application of the said *Charles Bush*, [*or as the case may be*] grant a rule upon all the heirs and legal representatives of the said intestate, to shew cause at an Orphans' court, to be held at —, in and for the said county of —, the — day of — then next, why the said real estate should not be sold according to the acts of general assembly, in such case made and provided at which said time and place legal notice of the aforesaid rule being proved to have been duly given to all the heirs and legal representatives of the said intestate, and no cause being shewn why the said real estate should not be sold as aforesaid; The said court did then and there make an order commanding the said *Timothy Rich* and *Adam Strong*, administrators as aforesaid, to expose the aforesaid plantation and tract of land of the said intestate, to public sale, on the premises, upon the — day of — then next, upon the

terms in the said order directed. In pursuance whereof, the said administrators having first given sufficient security according to law, for the faithful execution of the power committed to them, did on the day, and at the place in the said order directed, expose the premises therein mentioned to sale, by public vendue, and sold the same to the said *Edward Gale*, at and for the sum of — dollars, he being the highest bidder, and that the highest and best price bidden for the same; which sale on return thereof made to the judges of the same court, on the — day of — last past was confirmed, and it was considered and adjudged by the said court, that the said plantation and tract of land with the appurtenances, so sold, as aforesaid, should be transferred and vested in the said *Edward Gale*, as fully as the said *Abel Bush*, he, the time at his decease, subject and liable to the payment of the purchase money, according to the terms prescribed in the said order — as by the records and proceedings of the same court, remaining at —, aforesaid, relation thereunto being had, will more fully and at large appear. Now this indenture witnesseth that the said *Timothy Rich* and *Adam Strong*, administrators as aforesaid, for and in consideration of the said sum of — dollars to them in hand paid by the said *Edward Gale*, at and before the enfealing and delivery hereof, the receipt and payment whereof they do hereby acknowledge, and thereof acquit and forever discharge the said *Edward Gale*, his heirs, executors and administrators, by these presents, have granted bargained, sold, aliened, released and confirmed, and by these presents (By virtue of the powers and authorities to them given by the aforesaid order of Orphans' court, and pursuant to the directions thereof) do grant, bargain, sell, alien, release and confirm, unto the said *Edward Gale* his heirs and assigns, all that the above mentioned and described plantation and tract of land with the appurtenances: Together with all and

singular the houses, out-houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, property, claim and demand whatsoever of the said *Abel Bush*, in his lifetime at and immediately before the time of his decease, of, in, to or out of the same: To have and to hold the said plantation and tract of land, hereditaments and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said *Edward Gale*, his heirs and assigns, to the only proper use, benefit and behoof of the said *Edward Gale*, his heirs and assigns forever. And the said *Timothy Rich* and *Adam Strong*, do severally, but not jointly, or the one for the other, or for the act or deed of the other, but each for his own acts only, covenant, promise, grant and agree to and with the said *Edward Gale*, his heirs and assigns, by these presents, that they the said *Timothy Rich* and *Adam Strong*, have not, nor hath either of them done, committed, or wittingly or willingly suffered to be done or committed any act, matter or thing whatsoever whereby the premises aforesaid, or any part thereof is, are or shall or may be impeached, charged or incumbered in title, charge or estate or otherwise however. In witness, &c.

See VI. Acts, p. 460, and VIII. Acts p. 157 144, (2d session.)

For Lands sold by a Guardian by order of Orphans Court.

This indenture made the —, between *Peter Cole*, guardian legally appointed by the orphans court of the

county of —, of the estate of *Seth Malcom*, a minor son of *James Malcom*, late of —, *blacksmith*, deceased, of the one part, and *Edward Gale*, of —, *gentleman*, of the other part : Whereas by force and virtue of certain good conveyances and assurances in the law duly had and executed, the said *James Malcom* became in his life-time lawfully seized in his demesne, as of fee of and in a certain plantation and tract of land, situate in — and bounded and described as follows, that is to say : Beginning —, containing — acres, with the appurtenances, and being so thereof seized, made his last will and testament in writing, bearing date —, wherein and whereby (amongst other things) he did give and devise the said plantation and tract of land unto his said son *Seth Malcom* and his heirs, as in and by the said in part recited will (since his decease duly proved and remaining in the register's office at —) reference being thereunto had appears. And whereas at an orphans court held at — afore said, in and for the said county, upon the petition of the said *Seth Malcom*, the said *Peter Cole*, was duly appointed guardian of the estate of the said *Seth Malcom*, during his minority : And it appearing to the said court that the said *Seth Malcom* was not possessed of a personal estate adequate to his maintenance and education, the said court did then and there make an order empowering the said *Peter Cole* to make public sale of the said plantation and tract of land, the estate of the said *Seth Malcom*, for the purposes afore said, and to make a title thereto to the purchaser, and did direct the said sale to be held on the premises, upon the — day of — then next. In pursuance whereof the said *Peter Cole* having first given bond with sufficient surety to the said court, according to the act of assembly, for the faithful discharge of the trust thus committed to him, did on the day and at the place in the said order directed, expose the premises therein mentioned to sale by public

and sold the same to the said *Edward Gale*, at and for the sum of ———, he being the highest bidder, and that the highest and best price bid en for the same, which sale on report thereof made to the judges of the said court on the ——— was confirmed by the said court, and it was considered and adjudged by the said court that the same should be and remain firm and stable forever, as by the records and proceedings of the same court, reference thereunto being had will fully appear. Now this indenture witnesseth, that the said *Peter Cole* for and in consideration of the sum of ———, to him in hand paid by the said *Edward Gale*, at and before the enfealing and delivery hereof, the receipt and payment whereof he doth hereby acknowledge, and thereof acquit and forever discharge the said *Edward Gale*, his heirs, executors and administrators, by these presents, hath granted, bargained, sold, aliened, released and confirmed, and by these presents (By virtue of the powers and authorities to him given by the aforesaid order of orphans court, and pursuant to the directions thereof) doth grant, bargain, sell, alien, release and confirm unto the said *Edward Gale*, his heirs and assigns, all that the above mentioned and described plantation and tract of land with the appurtenances: Together with all and singular the houses, out-houses, buildings, barns, stables, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof: and also all the estate, right, title, interest, property, claim and demand whatsoever of the said *James Malcom*, in his lifetime at and immediately before the time of his decease, of, in, to or out of the same: To have and to hold the said plantation and tract of land, hereditaments and premises, hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said *Edward*

Gale, his heirs and assigns, to the only proper use, benefit and behoof of the said *Edward Gale*, his heirs and assigns forever. And the said *Peter Cole* doth covenant, promise, grant and agree to and with the said *Edward Gale*, his heirs and assigns, by these presents, that he the said *Peter Cole* hath not done, committed, or wittingly or willingly suffered to be done or committed any act, matter or thing whatsoever whereby the premises aforesaid, or any part thereof is, are or shall or may be impeached, charged or incumbered in title, charge or estate or otherwise howsoever. In witness, &c. See *VIII. Acts*, 158.

By Trustees of an Insolvent Debtor.

This indenture made, &c. between *John Dill* and *Brice Page*, trustees legally nominated and appointed, of *Noah Reel*, an insolvent debtor, of the one part, and *Jesse Wingate*, of ———, taylor, of the other part : Whereas the said *Noah Reel*, being lawfully seized in his demesne, as of fee (among other things) of and in a certain lot or piece of ground, situate in the town of ———, bounded and described as follows, that is to say : By lot ———, &c. containing ———, with the appurtenances, did at a court of common pleas, held at ———, for the county of ———, on the ———, prefer his petition to the judges of the said court, offering to deliver up to the use of his creditors, all his property, real, personal and mixed, to which he was in any manner entitled, a schedule whereof on oath, together with a list of his creditors as far as he could ascertain them, and the nature of their debts being exhibited with and annexed to his petition, and thereupon the said court did direct due and legal notice according to the act of assembly of such application to be given to the creditors of the said *Noah Reel*, and did assign the ——— day of

— then next, for their appearance at — aforesaid, pursuant to the prayer of the said petition. Whereupon at the time and place appointed on the appearance of the creditors of such debtor [or as the case may be] the said *Noah Reel* having complied with all the requisitions of the act of general assembly in such case provided, and having executed a deed to the said *John Dill* and *Brice Page*, who were duly appointed by the said court trustees on behalf of the said creditors, for all his property, debts, rights and claims in trust for his said creditors, the said court did make an order that the said *Noah Reel*, should not at any time thereafter be liable to imprisonment by reason of any judgment or decree obtained for the payment of money only, or for any debt, damage, cost, sum or sums of money contracted, accrued, or occasioned owing or becoming due, before the time of such assignment, and the said *Noah Reel* was accordingly discharged and set at liberty, as by the records and proceedings of the same court, remaining at —, reference thereunto being had may fully and at large appear. Now this indenture witnesseth, that the said *John Dill* and *Brice Page* (having first given bond with security for the faithful performance of their trust) for and in consideration of the sum of —, to them in hand paid by the said *Jesse Wingate*, at and before the sealing and delivery hereof, the receipt and payment whereof they do hereby acknowledge, and thereof acquit and forever discharge the said *Jesse Wingate*, his heirs, executors and administrators, by these presents, have granted, bargained, sold, released and confirmed, and by these presents [by virtue of the powers and authorities to them given by the act of general assembly in such case provided] do grant, bargain, sell, release and confirm unto the said *Jesse Wingate*, his heirs and assigns all that the above mentioned and described lot or piece of ground, together with all and singular the rights, liberties, privileges hereditaments

and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said *Noah Reel*, of, in, to or out of the same: To have and to hold the said lot or piece of ground, hereditaments and premises hereby granted or mentioned or intended so to be, with the appurtenances unto the said *Jesse Wingate*, his heirs and assigns, to his and their own proper use and behoof for ever, for such estate and under such rents and conditions as he the said *Noah Reel* had and held the same at and immediately before the time of executing the said deed to the said *John Dill* and *Brice Page*, but for no larger or greater estate than he the said *Noah Reel* then and there had and held the same. In witness, &c.

A Deed of Copartnership between Apothecaries.

This indenture made the — day of —, between *Samuel True*, of —, apothecary, of the one part; and *Giles Man*, of the same place, apothecary, of the other part: Whereas the said *Samuel True*, hath by great pains, industry and expense, and in the course of many years practice, acquired a good, beneficial, and extensive trade, in the business of an apothecary: And whereas the said *Samuel True* and *Giles Man*, in consideration of the special trust and confidence, they mutually have and repose in each other, and in order to increase their respective fortunes, have agreed to become copartners in the art or business of an apothecary, and that the same shall be carried on upon the terms, conditions and restrictions hereinafter mentioned; and the said *Giles Man*, in consideration of being admitted into one fourth part or share with him the said *Samuel True*, in the said business or art of an apothecary, hath

agreed to use his utmost care and diligence in carrying on the said business, and not to require so strict an attendance therein from the said *Samuel True*. Now this indenture witnesseth, and each of the said parties for himself, his executors and administrators, doth covenant, promise and agree to and with the other of them, his executors and administrators by these presents, in manner following, that is to say, That from the day of the date of these presents they the said *Samuel True* and *Giles Man*, shall and will become and continue partners and joint dealers in the joint trade or business of an apothecary in buying and selling all sorts of drugs and medicines necessary and incident to the said business, and in administering the same and in giving advice to patients for and during and unto the full end and term of fourteen years determinable in such manner as is hereinafter more particularly mentioned, under and according to the conditions, provisoes and terms of agreement hereinafter contained. And for the more effectual carrying on the said joint trade or business, they the said parties have mutually agreed that one fourth part of the stock of drugs, medicines, fixtures in the shop and laboratory, implements and utensils which are the entire property of the said *Samuel True*, and are mentioned and inserted in an inventory or particular thereof contained in a book signed at the foot thereof by each of said parties, shall be purchased by the said *Giles Man*. And that the said stock, and all the profits and interest of the said partnership business, and all losses attending the same shall be from time to time during the continuance of this copartnership divided into four equal parts: three of which four parts, the said *Samuel True*, his executors and administrators shall be intitled to have and receive, and shall and will bear and pay three fourth parts (the whole into four equal parts to be divided) of all debts and losses which shall from time to time be incurred.

by, or happen in or to the said partnership business. And that the said *Giles Man*, his executors and administrators shall be intitled to have and receive the remaining one fourth part of the said joint stock, and the interest and profits thereof, and shall and will bear and pay one fourth part of such debts and losses as aforesaid. And this indenture further witnesseth, that for and in consideration of the sum of ——— dollars to him the said *Samuel True* in hand well and truly paid by the said *Giles Man*, at and before the sealing and delivery of these presents (being one fourth part of the appraised value of the stock of drugs, medicines, and other things of the said *Samuel True* hereby intended to be assigned) the receipt whereof the said *Samuel True*, doth hereby acknowledge and thereof and of and from every part thereof, doth hereby acquit, exonerate, release, and forever discharge the said *Giles Man*, his executors and administrators. He the said *Samuel True*, hath bargained, sold and assigned, and by these presents doth bargain, sell and assign unto the said *Giles Man*, all that one fourth part (the whole into four equal parts to be divided) of and in all the drugs, medicines, fixtures in the shop, laboratory, instruments, utensils, and other things of the said *Samuel True* more particularly mentioned, and set forth in the inventory or particular thereof, signed by the said parties to these presents as aforesaid. To have, hold, receive and take all and singular the said one fourth part of, and in the said premises hereby bargained, sold and assigned, or intended so to be unto the said *Giles Man*, his executors, administrators and assigns, as his and their own proper goods and chattels absolutely and forever. And this indenture further witnesseth, that it is also agreed between the said parties to these presents, that the said joint business shall during the continuance of this copartnership, be carried on and exercised in the shop belonging to the dwelling-house of him the said *Samuel True*, in — aforesaid,

or in such other shop or house as he the said *Samuel True* shall at any time think convenient. And that the said *Charles Man*, shall constantly reside in or near the said house, or wherever else the business of the said co-partnership shall happen to be exercised, and shall and will give close and constant attention, industry and attendance therein, *but* that the said *Samuel True* shall and may be at liberty to reside in town or in the country, and to give such attendance and application only as shall be agreeable and convenient to him in that respect. And that the annual sum of — dollars shall be allowed to the said *Samuel True* (and he is hereby authorized to deduct or retain the same) out of the profits arising from the business of the said co-partnership for the rent of the shop, parlor, laboratory and still-house, parts of the said house of the said *Samuel True*, which are to be made use of for the carrying on the said joint business, and also the rent or rents of any other house or ware-house which shall be taken and hired at any time or times hereafter during the said co-partnership for carrying on the said business, together with all taxes, repairs, and charges attending the same, and also, that — bushels of coals per annum, for the use of the shop, parlor, laboratory and stills, and a sufficient supply of drugs, and all servants wages, lamps and candles, and all other petty expenses incident or necessary to the carrying on the said business, shall from time to time be paid for and discharged out of the profits arising therefrom. And it is further agreed between the said parties to these presents, that the said *Samuel True* shall have the sole power, management and direction in and about hiring and discharging the journeymen or servants to be employed in carrying on the said business, and of giving or allowing them such wages, and entering into such contracts with them as he shall from time to time judge convenient and proper; and that the said *Samuel True*, shall have full license, li-

berty and power to charge the profits of the said business with the payment for the hire of a horse or horses during such part of the year as he shall think proper to make use of the same in visiting the patients of the said co-partnership after the rate of ——— dollars by the year. And it is further agreed by and between the said parties to these presents, that all apprentices, journey-men and servants to be employed in and about the said joint business shall be provided with proper and sufficient board and lodging by the said *Samuel True*, and that he the said *Samuel True* shall during the continuance of this co-partnership be paid and allowed out of the said co-partnership stock, and the profits thereof, for the board and lodging of each apprentice and journeyman, after the rate of ——— dollars, per annum, and after the rate of ——— dollars for the board and lodging of every the porter, and which said several last mentioned sums or annual payments, he the said *Samuel True*, shall and may lawfully in every year take out of the said joint stock, and the profits thereof by equal quarterly payments, and the said *Giles Man*, agrees to undertake to provide such board and lodging, under the terms and conditions, and for the persons aforesaid whenever the said *Samuel True* shall think fit to desire to discontinue the same on his giving at least one week's notice of such his desire to the said *Giles Man*. And it is hereby further agreed by and between the said parties to these presents that proper books shall be provided at the joint expense of the said parties wherein the accounts of the said co-partnership shall from time to time be regularly and constantly charged and entered in such manner and form as other persons of the same business usually do or ought to do, and that the same shall be constantly posted up every month, and the bills from time to time written or copied thereout by the said *Giles Man*, by the advice, and under the inspection of and at the charges or prices to be fixed by the

said *Samuel True*, previous to the copying out and delivery of the same. And in particular that a book shall be kept for the entry of the account of cash to be received and paid on account of the said joint business, and that all such books of account and all bonds, bills, notes and securities, and all accounts, evidences and writings relating to this co-partnership, shall be kept in some place or places within or adjoining to the shop where the partnership shall be from time to time carried on and managed, whereto each of the said parties shall be at liberty to resort at all times, and to have the sight, perusal and examination thereof, and to take copies or extracts of all or any part thereof, without any let or denial whatsoever, and that neither of the said parties shall secrete or remove any of such books, securities, evidences or writings as aforesaid: And for the more orderly carrying on the said trade or business, it is also agreed by and between the said parties to these presents, that neither of them shall in any wise deal or practise in the business or art of an apothecary, or in any other business whatsoever, during this co-partnership, other than for their mutual benefit and advantage (save and except as is agreed with respect to the said *Samuel True* by these presents) And further that each of them shall and will, from time to time during the continuance of this co-partnership, be just, true and faithful to each other in all their transactions, accounts, and dealings, concerning or relating to the said partnership: And that it shall and may be lawful to and for the said *Samuel True*, to have the care and custody of the money arising from the sale of drugs, payment of bills, or otherwise, from or on account of the said partnership (he paying thereout all necessary bills, charges or expenses due from, or relating to the said business), until the time of settlement or annual division hereinafter particularly mentioned: And also, that the said partnership estate and effects shall not at any time be

attached, seized, extended, charged or incumbered with, or for any private or particular debt or duty of either of the said parties, but that such private debt shall from time to time be borne, paid and discharged by the party charged therewith, out of his particular separate estate, not included in the said partnership: And further, that neither of the said parties shall or will without the consent of the other, take out or employ for his own particular use or occasions, any money, security, or drugs belonging to the said joint stock, at any time during the continuance of the said co-partnership, other than and except the sum of ——— dollars, hereby agreed to be taken out monthly, by the said *Samuel True*, and the sum of ——— dollars, also hereby agreed to be taken out monthly, by the said *Giles Man*, for their respective expenses, and that in case either of the said parties shall at any time or times during the continuance thereof, without the consent of the other of them, take out of the said joint stock, any other sum or sums of money than as aforesaid, and as hereinafter mentioned, then the party or parties taking out the same, shall be answerable or accountable to the said partnership estate for so much money as he shall so take thereout, without such consent as aforesaid, and the share of the party of and in the said joint estate, shall be subject and liable to make good the same, with interest, after the rate of six dollars per centum per annum: And it is further agreed by and between the said parties to these presents, that upon the ——— day of ———, which will be in the year of our Lord ———, and so afterwards annually, on the ——— day of ——— in every year during the continuance of this copartnership, a general account shall be taken, settled, and stated, by and between the said parties, touching the said joint trade or business, and the stock, increase, profit, value, and loss thereof, and likewise of all debts and sums of money owing and payable to, or by the said co-partners in re-

spect of the said joint business, and that all and every such account and accounts, or extracts thereof, shall from time to time be fairly written and entered into two several books to be kept for that purpose, in such manner as that such stated account may appear clear and intelligible, at the close of which extracts or entries in such several last mentioned books, the said parties shall severally subscribe their names, signifying their approbation and consent to the stating of such accounts, and each party shall have and keep one of such books so signed, in his own custody, which said accounts so passed and subscribed, shall be binding and conclusive, and shall not be called in question, unravelled or varied, unless some error shall be discovered within two years next after the same shall be so passed and subscribed as aforesaid, and certified in writing by the party discovering the same to the other of the said parties, or unless some manifest error shall appear on the face of such accounts so passed and subscribed as aforesaid : And it is also agreed, that upon the balancing and settling such annual account, the neat profits appearing to be gained by the said partnership stock, and by the said business, shall be divided between the said parties, in proportion to their respective shares in the same, that is to say, three-fourth parts thereof shall be had and received by the said *Samuel True*, and the remaining fourth part, shall be had and received by the said *Giles Man* : Provided always, and it is further agreed, by and between the said parties to these presents, that it shall and may be lawful to and for each of the said parties respectively, and he is hereby authorised, to retain and keep to his own separate use, all fees or gratuities for bleeding, and all fees and presents, over and above the common charge for the business, for which such fees, gratuities, or presents, shall be from time to time paid to him, without bringing the surplus to the account of or entering the same in the books of the said

copartnership : And it is also further covenanted and agreed by and between the said parties to these presents, and the said *Samuel True*, doth for himself, his executors and administrators, covenant, promise and agree to and with the said *Giles Man*, his executors and administrators, that if at time during the said term of — years, the said *Giles Man*, shall be necessitated or compelled to quit the said business, on account of a bad state of health, or any other inevitable accident, that then and in such case the said *Samuel True*, his executors or administrators, shall and will immediately on such event pay or cause to be paid unto the said *Giles Man*, one fourth part of the full appraised value of the stock which shall be then belonging to the said copartnership, and of the money then in hand, after deducting the several debts which shall be then due and owing from the said copartnership which he the said *Samuel True* will satisfy and discharge, with the money so to be deducted, on his the said *Giles Man* executing such re-assignment and bond as hereinafter mentioned, and that all debts which shall be then outstanding and due to the said partnership, shall be respectively shared and divided according to the respective share and proportion of the said parties therein, when and so soon as the same can be from time to time got in and received : And also that in case the said *Giles Man*, shall happen to die during the continuance of this partnership, he the said *Samuel True*, his executors or administrators, shall and will within threemonths after such his decease, pay or cause to be paid unto the executors or administrators of the said *Giles Man*, one fourth part of the full appraised value of the stock which shall belong to the said copartnership, at the time of the decease of the said *Giles Man*, and of the money then in hand, after deducting the debts then due from the said copartnership, which he the said *Samuel True* shall and will satisfy and discharge with the money so to be deducted,

and thereof and therefrom, shall and will save harmless and keep indemnified the said executors and administrators of the said *Giles Man*, and that the share or proportion of the said *Giles Man*, of, in and to the several debts, which at the time of such his decease shall be due and owing to the said copartnership, shall be paid to his said executors or administrators, when and so soon as the same shall be from time to time got in and received: And the said *Giles Man* doth hereby, for himself, his heirs, executors and administrators, covenant, promise and agree, to and with the said *Samuel True*, his executors, and administrators, that on the said *Samuel True* paying to the said *Giles Man*, such one fourth part of the appraised value of the said joint stock, and of all money then in hand, (after such deductions as aforesaid) and otherwise fulfilling his covenant in that respect contained as aforesaid, he the said *Giles Man*, shall and will at the costs and charges of the said *Samuel True*, re-assign and make over unto the said *Samuel True*, his executors, administrators and assigns, all that his one fourth part or share of and in the said then joint stock, and all his benefit, property and claim therein and thereto; and also shall and will duly enter into and execute a bond to the said *Samuel True*, whereby he shall and will bind himself, his heirs, executors and administrators, unto the said *Samuel True*, his executors, administrators and assigns, in the penalty of — dollars, conditioned to be void, in case the said *Giles Man*, shall not at any time from & after such his quitting the copartnership business and receipt of his share of the stock as aforesaid, practise as or carry on the business of an apothecary at any time thereafter, during the said term of — years, by himself, or jointly with any other person or persons within the town of —, or within the distance of — miles therefrom: And it is further agreed by and between the said parties to these presents, that in case either of the daugh-

ters of the said *Samuel True*, shall happen to marry an apothecary, the said *Samuel True* shall be at liberty and have fully power to introduce such person as a partner in the said trade or business, and to grant and assign to such person, such part or share of his the said *Samuel True's* three-fourth parts, of and in the said joint stock and business, as he shall think proper, subject to the several terms and conditions of the said partnership herein contained, and without prejudice to the interest of the said *Giles Man*; but in case before any such event shall happen, the said *Samuel True* shall be minded and desirous to dispose of one fourth part of the said joint business, the said *Giles Man* is to have the preference or refusal thereof on the following terms, that is to say, the said *Giles Man* to pay to the said *Samuel True*, the full value of one fourth part of the stock of medicines, drugs, and other things then belonging to the said copartnership, the same to be appraised, and the price fixed by two persons, of whom each of the said parties to nominate one, and also to pay to the said *Samuel True* two years purchase of the profits of the said one fourth part, the same to be calculated by the average amount of the clear profits thereof, for the three preceding years; and if the said *Giles Man* shall refuse or neglect to complete the purchase of such fourth part, on the terms and conditions aforesaid, the said *Samuel True* is to be at liberty to dispose thereof, to any indifferent person regularly brought up to the profession or business of an apothecary, willing to take the same and become a partner in the said business; And the said *Giles Man*, doth for himself, his executors and administrators, covenant, promise, and agree, to and with the said *Samuel True*, his executors and administrators by these presents, in manner following. (that is to say) in case the said *Samuel True* shall at any time during the said ——— years, be inclined to quit, and shall accordingly quit the said business, he the

Said *Giles Man* shall and will from time to time account with and pay to the said *Samuel True*, for one moiety or half part of the neat profits of the said business, during all the then remainder of the said term of — years, and in case of the death of the said *Samuel True*, during the said term of — years, then that he the said *Giles Man* shall and will from thenceforth, well and truly pay to and account with the executors or administrators of the said *Samuel True*, for such moiety of the neat profits of the said business, from time to time as the same shall arise, or upon such annual settlement as aforesaid, during all the then remainder of the said term of — years, if he the said *Giles Man* shall so long live; Provided the said *Giles Man* shall, previous to either of the said events, have purchased another fourth part of the said business; but in case he shall have declined or neglected to make such purchase of such fourth part, and in consequence thereof, such fourth part shall have been sold to another, or in case the said *Samuel True* shall have assigned the said fourth part to such person so becoming his son-in-law as aforesaid, then and in such case, the said *Giles Man*, and such other person so becoming a partner with him as aforesaid, shall and will account with and pay to the said *Samuel True*, or in case of his decease, with his executors or administrators, for a moiety of the neat profits of the said trade or business, from thenceforth for and during all the then remainder of the said partnership term of — years, if the said *Giles Man*, & such other partner, or either of them shall so long live; And further, that in case the said *Samuel True*, shall happen to die before he shall have disposed of any part of his present share or interest in the said partnership business, then and in such case, that he the said *Giles Man*, shall and will within six calendar months next after the decease of the said *Samuel True*, well and truly pay or cause to be paid unto the executors or

administrators of the said *Samuel True*, the sum of ——— dollars, lawful money of the *United States*, and also one fourth part of the value of the then copartnership stock at the value it shall then be estimated or appraised by two persons, one of whom to be nominated by the said *Giles Man*, and the other by the said executors or administrators of the said *Samuel True*, as and for a consideration (and which shall be by them so accepted) for the said *Giles Man* becoming intitled to have receive and enjoy, and actually receiving and enjoying one other fourth part or share of the said then joint stock of the said business, and all profits and advantages which shall or may from time to time from thenceforth arise or be produced for or in respect of such part or share. And that he the said *Giles Man* shall and will from thenceforth, for and during all the remainder of the said partnership term of ——— years, which shall be then to come, well and faithfully account with and pay to the said executors or administrators of the said *Samuel True*, an equal moiety or half part of the profits and advantages which shall from time to time arise and be made from the said joint business. And it is hereby declared and agreed, by and between the said parties to these presents, that at the expiration of the said term of ——— years, or other sooner determination of the said copartnership, the said joint stock of drugs, medicines and other things, and the money then in hand belonging to the said copartnership, and the bonds, bills, notes, or other securities whereon the same shall be then placed or invested, together with the several debts which shall be then outstanding and due to the said copartnership, when and so soon as the same shall be from time to time got in and received, after deducting all debts which shall be then due or owing from the said copartnership, shall be shared and divided by and between the said parties to these presents, or the persons then entitled thereto, or their respective exe-

utors or administrators, according to their severall and respective rights, interest, share, & proportion, or to the same. And it is also agreed by and between the said parties to these presents for themselves severally and respectively, and for their severall and respective executors and administrators, that if at any time or times hereafter any difference or controversy shall arise or happen between the said parties, or between the survivor of them, and the executors or administrators of such deceased partner, touching the said joint business stock or profits thereof, or the settling of any account or accounts relating thereto, or any other matter or thing touching the said copartnership or any thing herein contained, that all such differences shall be from time to time referred to the award, final end, and determination of two indifferent persons, whereof each party shall nominate one, and that if the said two persons shall not agree, the matters in difference within the space of one month next after the same shall be referred to them, that then it shall be in the power of the said arbitrators to nominate a third person as umpire between the said parties, who shall have power to determine all matters in difference between them within the space of one month next after the reference shall be made to him as aforesaid, and that the said parties, their executors or administrators shall attend such arbitrators and umpire, and acquaint them of the matters in difference, and of their severall allegations in relation thereto, at such time and place as the said arbitrators or umpire shall appoint, and that in every such case, each and every of the said parties, their and each and every of their executors or administrators shall and will from time to time, on their and each and every of their parts and behalves, well and truly obey, abide by, and perform such award, order, and determination, of and upon the matters and things so to be referred, as the said arbitrators, or umpire shall make

or set down in writing under their hands and seals for that purpose, so that the same be made and ready to be delivered to the several parties in difference, or such of them as shall desire the same, within the respective times hereinbefore limited for that purpose. In witness, &c.

Of Dissolution of Copartnership.

This indenture tripartite, made the — day of — in the year —, between *John Indle*, of —, *refiner*, of the first part; *Charles Pale*, of the same place, *refiner*, of the second part; and *Mary Indle*, of —, widow, and *James Crow*, of —, *esquire*, executrix and executor of the last will and testament of *Samuel Indle*, late of —, aforesaid, *esquire*, deceased, and which said *Mary Indle* is also a residuary legatee named in the said will of the third part: Whereas by indenture bearing date on or about the — day of — which was in the year of our Lord —, and made or mentioned to be made between the said *John Indle* of the one part; and the said *Charles Pale* of the other part; it is witnessed that the said *John Indle* and *Charles Pale* for the considerations therein mentioned, did mutually covenant, consent, and agree, to become and continue copartners and joint traders in the art or mystery of a *refiner*, and in the transacting such other business as they should agree on for their mutual and equal benefit and advantage from the day of the date thereof, for the full term of — years from thence next ensuing and fully to be complete and ended, if they the said parties should so long live, subject to the provisos, conditions and agreements thereafter mentioned and contained. And that the money, goods, utensils and things, then brought into the said joint

trade by the said *John Indle* and *Charles Pale* in equal proportions, and amounting in value to the sum of ——— dollars, should be used and employed as the capital stock for carrying on the said joint trade; and it was by the same indenture, amongst other things, provided and agreed, that each of them the said partners should during the said copartnership, and at the end or determination thereof have a several right and interest of, in and to one full and equal moiety, or half part of the said joint stock and the profits thereof; and of all money, goods, wares and effects belonging thereunto, as in and by the said in part recited indenture, relation being thereunto had, may more fully and at large appear. And whereas the said parties to the said recited indenture, in pursuance thereof, have carried on the said trade in copartnership until the day of the date hereof, and on the ——— day of ——— last, a general and full account was taken, stated, and made up by and between them the said *John Indle* and *Charles Pale*, of all the stock, wares, merchandises, goods, estate, debts, and effects, remaining and being in the said joint trade, or owing or belonging to them on account thereof; and also of all debts and other demands, due and owing by them to any person or persons, for any matter or thing concerning the said joint trade, or relating thereunto, whereby it appears that the clear or neat balance of the said copartnership estate and effects, after discharging the debts owing by the said partners in respect thereof, will be scarce sufficient to answer and pay to them the said *John Indle* and *Charles Pale*, their several shares of the said capital stock brought into the said joint trade as aforesaid; and therefore they the said *John Indle* and *Charles Pale* have mutually agreed to determine and dissolve the said copartnership. And whereas the said *John Indle* and *Charles Pale* stand indebted to the said *Mary Indle* and *James Crow*, as executors of the said *Samuel Indle* deceased, in the

sum of ——— dollars, which was borrowed by them the said *John Indle* and *Charles Pale* on their joint bond to the said *Samue Indle* deceased, for the further advancement and better carrying on their said copartnership trade and business. And whereas the said *John Indle* stands separately indebted to the said *Mary Indle* and *James Crow*, as executors as aforesaid in the principal sum of ——— dollars, which was lent and advanced by the said *Samuel Indle* deceased, to the said *John Indle*, on his own separate bond, to enable him to raise and furnish his share and proportion of the capital stock originally brought into the said joint trade : And whereas for the making full and ample provision for payment of the said sum of ——— dollars, so secured by the said joint bond of the said *John Indle* and *Charles Pale*, to the said *Samuel Indle*, deceased, as aforesaid, and all interest due, and to grow and become due and payable in respect thereof, and all and every other the debts and sums of money due and owing by them the said copartners, in the way of their said joint trade and dealing ; and also for and towards payment and satisfaction of the said sum of ——— dollars, so separately due and owing, by and from him the said *John Indle*, to the said *Mary Indle* and *James Crow*, as executors as aforesaid, and the interest thereof : It hath been agreed by and between the said parties to these presents, that the whole of the said copartnership estate and effects shall be solely and absolutely vested in him the said *Charles Pale*, to the end and intent that the money arising thereby, may in the first place be applied in payment of the said bond debt, so jointly due and owing by them the said *John Indle* and *Charles Pale*, to the said *Mary Indle* and *James Crow*, as aforesaid ; and after payment thereof, then in satisfaction of all other the debts owing in copartnership by them the said *John Indle* and *Charles Pale*, and after full payment of all the said copartnership debts, then that the clear

residue and surplus of the money arising by the sale, or disposition of the said copartnership estate and effects, may be divided into two equal parts or shares, and one moiety or equal half part thereof, retained and kept by the said *Charles Pale*, to and for his own proper use and benefit, and the other moiety or half part thereof, paid, applied and disposed of, in or towards payment and satisfaction of the said bond debt of — dollars, and interest, so separately due from and owing by the said *John Indie*, to the said *Mary Indie* and *James Crow*, as aforesaid; and in case of any surplus after payment thereof, that the same shall be paid to the said *John Indie*, for his own proper use and benefit, and in consideration of the provision so agreed to be made for the purpose aforesaid, the the said *Mary Indie*, as beneficially interested in the residue of the estate and effects of the said *Samuel Indie*, hath consented and agreed, that in case the moiety or share of the said *John Indie*, of and in the clear surplus and residue of the produce of the said copartnership estate and effects, after payment of the said joint or copartnership debts, shall not be sufficient to pay and satisfy the said whole principal sum of — dollars, and interest secured by the said separate bond, of him the said *John Indie*, and yet such moiety or share shall produce sufficient to pay the sum of — dollars, with full interest for the said sum of — dollars, that they the said *Mary Indie* and *James Crow*, as executors, as aforesaid, shall and will accept the same in full of the said separate bond debt of the said *John Indie*: Now this indenture witnesseth, that the said *John Indie* and *Charles Pale*, with the mutual assent and consent of each other have determined, vacated and dissolved, and by these presents, do determine, vacate and dissolve the said copartnership and joint trade heretofore carried on between them: and also the said in part recited indenture, and every clause, article, matter, and thing therein contained, and do

hereby severally declare and agree that the same shall from henceforth cease, determine, and be null and void, to all intents and purposes whatsoever, as if the said copartnership had never been entered into, and the same indenture had never been made: And this indenture further witnesseth, that in pursuance and performance of the hereinbefore recited agreement, and for carrying the same into execution, and also for and in consideration of the sum of five shillings of good and lawful money of the United States, by the said *Charles Pale* in hand well and truly paid to the said *John Indle*, at and immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said *John Indle*, by and with the privity, assent, and concurrence of them the said *Mary Indle* and *James Crow*, (testified by their respectively being made parties to, and sealing and executing these presents) hath granted, bargained, sold, released, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, release, assign, transfer and set over unto the said *Charles Pale*, his executors, administrators and assigns, all that the moiety, part, proportion, share and interest of him the said *John Indle*, of and in all the stock in trade, leasehold estate, and interest, wares, merchandises, ready money, debts outstanding, goods, chattels, utensils and effects, belonging to the said joint trade and copartnership, or to them the said *John Indle* and *Charles Pale*, or either of them in respect thereof; and all the estate, right, title, and interest, property, possession, benefit, claim and demand whatsoever, both at law and in equity, of him the said *John Indle*, of, in, to or out of the said copartnership estate and premises, or any part thereof, together with all and singular the books of account relating to the said joint trade; To have, hold, perceive, receive, take and enjoy the said estate and premises mentioned to be hereby assigned or released, with all and

every of the appurtenances unto the said *Charles Pale*, his executors, administrators and assigns, from henceforth for ever, upon trust nevertheless, and to the intent, and purpose, and the said *Charles Pale*, himself, his executors and administrators, doth covenant, promise and agree, to and with the said *John Indle*, his executors and administrators, by these presents, in manner and form following, that is to say, that he the said *Charles Pale*, his executors or administrators, shall and wil, with all convenient speed, sell and dispose of the said copartnership estate, stock in trade, and effects, for the most and best price that can be got for the same, and use his and their best means and endeavors to get in, collect and receive all and singular the debt and debts, sum and sums of money due and owing to the said *John Indle* and *Charles Pale*, in partnership or otherwise, and shall and will pay and dispose of the neat monies arising thereby, after deducting the necessary expenses attending the recovering and receiving the same, and executing the trust aforesaid, in the first place, in discharging the sum of — dollars, jointly owing by the said *John Indle* and *Charles Pale*, to the said *Mary Indle* and *James Crow*, as executors as aforesaid, with the interest due thereon; and all other the debts owing in partnership by the said *John Indle* and *Charles Pale*, to any other person or persons whatsoever, and after payment and satisfaction thereof, shall and will divide the clear surplus and residue thereof, into two equal parts or shares, and after retaining or keeping to himself the said *Charles Pale*, one full moiety or equal half part thereof, to and for his own proper use and benefit, shall and will stand and be possessed of the other moiety or equal half part thereof; in trust, to pay, apply and dispose of the same for or towards payment and satisfaction of the principal money and interest due, and to become due on the bond, so separately entered into by the said *John Indle* to the said

Samuel Indle as aforesaid, under and pursuant to the terms of the agreement hereinbefore recited to have been made between the said *Mary Indle* and *John Indle*, touching the same and the true intent and meaning thereof; and after full payment thereof, shall and will stand and be possessed of the surplus or residue of such last mentioned moiety, in trust for the said *John Indle*, his executors, administrators or assigns; and also that he the said *Charles Pale*, his executors or administrators, shall and will from time to time, and at all times hereafter, upon every reasonable request of the said *John Indle*, *Mary Indle* and *James Crow*, or any or either of them, give and render unto them the said *John Indle*, *Mary Indle*, and *James Crow* respectively, a just and true account of all and every such moneys and sums of money, or other things, which shall or may have theretofore been obtained, or received by the said *Charles Pale*, his executors or administrators, out of the said copartnership estate and effects; and shall and will pay apply, and dispose of all such money, and other satisfaction, as shall be received, when and as often as the same shall amount to the sum of — dollars, or upwards to, for and upon the several trusts, intents and purposes hereinbefore mentioned concerning the produce or clear surplus of the said copartnership estate and effects, and according to the true intent and meaning of these presents: And further, that he the said *Charles Pale* his executors or administrators, shall and will permit and suffer the said *John Indle*, *Mary Indle* and *James Crow*, or any or either of them: And also *Philip Pale*, father of the said *Charles Pale*, at convenient times during the transactions aforesaid, to have the sight and perusal of all and every the books, papers and writings in any wise relating to the said joint trade and copartnership, or to the outstanding debts belonging thereto, with liberty to transcribe and copy out the same at her, his, their or any of their free will and plea-

life : And in order the better to enable the said *Charles Pale*, his executors and administrators, to receive and pay in the said copartnership estate debts and effects, he the said *John Indle* hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint the said *Charles Pale*, the true and lawful attorney of him the said *John Indle*, for him, and in his name or in the joint names of them the said *John Indle* and *Charles Pale*, but to and for and upon the several uses, trusts, intents and purposes hereinbefore mentioned, expressed, and declared concerning the same, to ask, demand, sue for, recover and receive, possess and enjoy all and singular the said copartnership estate and effects, as well chattels real as chattels personal in possession, or in action, and of what nature or kind soever, and wheresoever in any wise belonging to the said joint trade or copartnership ; and to give receipts or other sufficient discharges for the same, and one or more attorney or attorneys under him and them for the purposes aforesaid, to make, and at pleasure to revoke, and generally to use, take and prosecute every or any lawful or equitable method, cause or expedient, for the recovering, receiving, and getting in the said copartnership estate debts and effects, or any part thereof. and for applying and disposing of the same to, for and upon the several uses, trusts, intents and purposes hereinbefore mentioned and declared concerning the same, and according to the true intent and meaning of these presents, in as full, ample, and beneficial manner, to all intents and purposes, as the same *John Indle* and *Charles Pale* might or could do, in case the said copartnership had not been dissolved, and these presents had not been made : And the said *John Indle*, for himself, his heirs, executors and administrators, doth covenant, promise and agree to and with the said *Charles Pale*, his executors and administrators, by these presents, that he the said *John*

Indle shall and will from time to time, and at all times hereafter, at the request of the said *Charles Pale*, but at the joint costs and charges, in the law, of the said *Charles Pale* and the said *John Indle*, do execute or join in all and every other such further acts, conveyances and assurances as shall be requisite for enabling the said *Charles Pale* his executors or administrators, to recover, receive and get in the copartnership estate debts and effects aforesaid; and also to sell, assign, and dispose of the same and every part thereof for the purpose aforesaid, as by him the said *Charles Pale*, his executors or administrators, or his or their counsel learned in the law shall be advised and required: And also, that he the said *John Indle* shall not nor will at any time hereafter revoke, cancel or make void the power of attorney hereinbefore contained, nor relieve, release or discharge any of the said copartnership estate debts and effects, nor disavow or become nonsuit in any action or suit which shall be commenced, sued or prosecuted for the recovery thereof: And that it shall and may be lawful to and for the said *Charles Pale*, his executors or administrators, to employ any proper person or persons to recover, get in, collect, and receive the said copartnership estate and effects, and to make any reasonable allowance thereout to him or them for their care, pains and trouble in and about the same: And the said *Mary Indle*, for the considerations aforesaid, doth hereby for herself, and for the said *James Crow*, her and his executors and administrators, covenant, promise and agree to and with the said *John Indle*, his heirs, executors, and administrators, that in case the provision hereby made shall extend or be sufficient to pay the said *Mary Indle* and *James Crow*, the sum of — dollars, together with interest for the said whole sum of — dollars, or any greater sum of money towards satisfaction of the said separate bond debt of the said *John Indle*, that then, and in such case, they

the said *Mary Indle* and *James Crow* shall and will accept the same in full of the debt of — dollars, owing by the said *John Indle* to the said *Mary Indle* and *James Crow*, as executors as aforesaid, and shall and will deliver up the security for the same to the said *John Indle* to be cancelled ; but in case the effects shall prove deficient to clear the said bond, by payment of the said sum of — dollars, together with all interest to become due, or the said — dollars bond, in such case they the said *Mary Indle* and *James Crow* shall be at liberty to retain and keep the said bond to make such further use thereof as they shall think fit. Provided always, nevertheless, and it is hereby agreed by and between the said *Mary Indle* and *John Indle*, for themselves and their respective executors and administrators, and it is the true intent and meaning of them, and also of these presents, that in case the moiety or share of the said *John Indle* of and in the clear surplus or residue of the said copartnership estate and effects, after payment of the said copartnership or joint debts, shall not produce sufficient to pay the said *Mary Indle* and *James Crow* the full sum of — dollars, with interest for the said whole sum of — dollars, towards satisfaction of the said separate bond debt of the said *John Indle* ; that then, and in such case if the said *John Indle* his executors or administrators do and shall within the space of — years, to be computed from the day of the date hereof, well and truly pay, or cause to be paid unto the said *Mary Indle* and *James Crow*, or either of them, their or either of their executors or administrators, so much money as, together with the said moiety, shall make up the full sum of — dollars, good and lawful money of the *United States*, with lawful interest for the same, to be computed from the day of the date of these presents, they the said *Mary Indle* and *James Crow*, and the survivor of them, and the executors and administrators,

tors of such survivor, shall and will accept and take the same in full satisfaction and discharge of the whole principal sum of — dollars, and all interest due and to incur and become due and payable in respect thereof, so secured by the said separate bond of him the said *John Indle* as aforesaid, and deliver up to him the said *John Indle*, his executors or administrators, the same bond to be cancelled or otherwise dealt with and disposed of as he or they shall think fit. And lastly, That they the said *Mary Indle* and *James Crow*, or either of them, their or either of their executors, administrators or assigns, shall not nor will during the space of — years, from the date hereof, in anywise molest, sue, arrest, attach, or prosecute the said *John Indle*, his heirs, executors or administrators, for or upon account of the said debt, of — dollars by him owing to the said *Mary Indle* and *James Crow* as executors as aforesaid, or any part thereof, but shall and will during the time aforesaid, permit and suffer the said *John Indle* to attend and follow his business without any interruption or molestation shall be given or occasioned by the said *Mary Indle*, and *James Crow* or either of them, to the said *John Indle* for or in respect of the said separate debt of — dollars or any part thereof within the time aforesaid; That then the said *John Indle*, his executors and administrators shall be and is hereby absolutely acquitted, and forever discharged, of and from the same debt, and every part thereof. In witness, &c.

Whereby one Copartner upon retiring from business, grants to others his share of the Copartnership Debts and Effects.

This indenture tripartite, &c. between *Phips Qua* the elder of — merchant, of the first part; *Robert Wood* of the same place, merchant of the second part;

and *Phips Qua* the younger, and *John Qua* both of ——— aforesaid, *merchants* (sons of the said *Phips Qua* the elder) of the third part ; Whereas by indenture of four parts, bearing date on or about the ——— day of ———, which was in the year of our Lord ———, and made or mentioned to be made between the said *Phips Qua* the elder, of the first part ; the said *Phips Qua* the younger of the second part ; the said *John Qua* of the third part ; and the said *Robert Wood* of the fourth part ; They the said parties thereto did covenant and agree to become copartners and joint traders in the profession of a *merchant* from the date thereof, for the term of ——— years, under the conditions and agreements thereafter mentioned, and that the stock of goods, wares, merchandises, debts and other things therein mentioned to be brought into the said joint trade, and to amount in value to the sum of ——— dollars should be used and employed therein as their capital or joint stock ; and that the said *Phips Qua*, the elder, should be entitled to three eighth parts of the said joint stock and trade and the profits thereof, the said *Phips Qua* the younger to two other eighth parts thereof, the said *John Qua* to one other eighth part thereof, and the said *Robert Wood* to the remaining two eighth parts thereof. And it was by the same indenture (amongst other things) covenanted, concluded and agreed, by and between the said parties thereto, that they the same parties should yearly during the said copartnership on the ——— day of ———, or within twenty days next before or after, account together, and fully finish between them a perfect account and rest in writing, of all monies, goods, wares, debts and effects then being in, or belonging to the said copartnership trade, and of all debts and duties then owing by them on account thereof, and that the said *Phips Qua* the elder might upon finishing any such yearly account, give and grant all or any part of his then share and in.

terest of and in the said copartnership stock, and trade to the said *Phips Qua* the younger, and *John Qua*, or either of them, in such parts and proportions as he should judge proper, and that from henceforth during the then remainder of the said copartnership term of — years, and at the expiration or other sooner determination thereof, the said *Phips Qua* the younger, and *John Qua*, respectively, should have, receive and be intitled to such part and share, or parts and shares as should be so to them respectively given, of and in the said copartnership stock and trade, and the profits thereof, over and besides their several former shares and interest therein. And whereas by deed-poll (indorsed on the back of the said recited indenture) bearing date the — day of —, reciting that the said *Phips Qua* the elder, *Phips Qua* the younger, *John Qua* and *Robert Wood*, had the day of the date thereof finished the taking a yearly inventory and account of all wares, goods, debts, ready money, and other things belonging to them on account of the said copartnership trade; and that the said *Phips Qua* the elder, in pursuance of the power to him reserved by the said recited indenture, had agreed to give out of his share of the said copartnership stock, one eighth part thereof to the said *John Qua*; it is witnessed that for the considerations therein mentioned, he the said *Phips Qua* the elder (with the consent of the said *Phips Qua* the younger, and *Robert Wood* testified as therein is mentioned) did give and grant unto the said *John Qua* one eighth part of all and singular the goods, wares, merchandises, money, debts and effects, due, owing and belonging to the said copartnership in the said inventory particularly mentioned. To hold, receive, and take to him the said *John Qua*, his executors, administrators, and assigns, as his and their own proper goods, chattels and effects, as in and by the said indenture and deed-poll, relation being thereto re-

ſpectively had, may appear. And whereas the ſaid *Phips Qua* the elder, *Phips Qua* the younger, *John Qua* and *Robert Wood* have carried on the ſaid trade in co-partnerſhip, until the day of the date of theſe preſents, and have taken a final and general account of all wares, goods, debts, ready money, and other things whatſoever, belonging or due to them for or on account of the ſaid co-partnerſhip trade, and alſo of all debts and other demands due or owing by them to any perſon or perſons for any matter or thing concerning the joint trade, and have cauſed the particulars thereof to be entered into a proper reſt-book, which is ſigned by them at the foot of the ſaid account whereby it appears, that the clear or neat eſtate of the ſaid copartnerſhip amounts to the ſum of — dollars. And whereas the ſaid *Phips Qua* the elder, intends to retire from buſineſs, and the ſaid *Phips Qua* the younger, *John Qua* and *Robert Wood* have agreed to continue co-partners during the remaining — years of the ſaid copartnerſhip term of — years, and the ſaid *Phips Qua* the elder, hath therefore agreed to give to his ſaid ſons *Phips Qua* the younger, and *John Qua*, his two eighth parts of, and in the ſaid copartnerſhip ſtock, debts, and effects, on being indemnified from the debts owing by them on account thereof, in ſuch manner as hereinafter is expreſſed. Now this indenture witneſſeth, that for and in conſideration of the natural love and affection which the ſaid *Phips Qua* the elder, hath and beareth to his ſaid ſons *Phips Qua* the younger, and *John Qua*, he the ſaid *Phips Qua* the elder, (by and with the privy and conſent of the ſaid *Robert Wood*, teſtified by his being a party to, and ſealing and delivering theſe preſents) hath given and granted, and by theſe preſents doth give, and grant unto them the ſaid *Phips Qua* the younger, and *John Qua*, their executors, administrators, and aſſigns; all thoſe two eighth parts,

share, and interest of him the said *Phips Qua* the elder, of and in all the stock in trade, wares, merchandises, ready money, debts, outstanding goods, chattels, and effects whatsoever, due, owing, and belonging to the said joint trade and co-partnership, or to them the said *Phips Qua* the elder, *Phips Qua* the younger, *John Qua* and *Robert Wood*, or any of them in respect thereof, and all the right, title, and interest whatsoever of him the said *Phips Qua* the elder, of, in, or to the said hereby granted premises and every part thereof. To have, hold, perceive, receive, take, and enjoy the said two eighth parts mentioned to be hereby granted of the said stock in trade, wares, debts and effects, and of all other the aforesaid premises unto the said *Phips Qua* the younger, and *John Qua*, equally to be divided between them, share and share alike as tenants in common, their executors, administrators and assigns, to their own use, and as their own goods and chattels absolutely for ever. And for the considerations aforesaid, and for the better enabling the said *Phips Qua* the younger, and *John Qua*, to recover, receive, and get in, all and every the sum and sums of money, debts and effects belonging to the said copartnership, whereof two eighth parts are hereinbefore mentioned to be hereby granted as aforesaid; he the said *Phips Qua* the elder, hath made, ordained, constituted and appointed, and by these presents doth make, ordain, constitute and appoint the said *Phips Qua* the younger, and *John Qua*, his true and lawful attorney and attornies, for and in the name of him the said *Phips Qua*, the elder, his executors, administrators and assigns to ask, demand, call in, and receive of, and from all and every person and persons liable and obliged or intrusted to pay the same respectively, all and every the sum and sums of money, debts, goods, and effects, whereof two eighth parts are mentioned to be hereby granted, and which are due, owing and be-

longing to them the said *Phips Qua* the elder, and *Phips Qua* the younger, *John Qua*, and *Robert Wood*, or any of them in respect of the said copartnership or joint trade carried on between them as aforesaid, and to give receipts or other effectual discharges for all the said monies, debts and effects in the name of the said *Phips Qua* the elder, or otherwise, as to them the said *Phips Qua* the younger, and *John Qua*, shall seem most proper and expedient, and to use, take, and prosecute every or any lawful or equitable course or expedient for the recovering, receiving, and getting in the said monies, debts and effects, or any part thereof, in the name of him the said *Phips Qua* the elder, jointly with them the said *Phips Qua* the younger, *John Qua*, and *Robert Wood*, or otherwise, as to them the said *Phips Qua* the younger, and *John Qua* shall seem most requisite and expedient, in as full, ample, and beneficial manner, to all intents and purposes as they the said *Phips Qua* the elder *Phips Qua* the younger, *John Qua*, and *Robert Wood*, might or could do in case these presents had not been made. And the said *Phips Qua*, the elder, for himself, his heirs, executors, and administrators, doth covenant promise and agree to and with the said *Phips Qua* the younger, and *John Qua*, their executors and administrators by these presents, that he the said *Phips Qua* the elder, shall and will, from time to time, and at all times hereafter, at the request and proper costs and charges in the law of the said *Phips Qua* the younger, and *John Qua*, do execute and join in all and every other such further act and acts as shall be requisite for enabling the said *Phips Qua* the younger, and *John Qua*, their executors or administrators to recover, receive and get in the debts and effects aforesaid, and as by them or either of them, their or either of their counsel, learned in the law shall be advised and required. And also that he the said *Phips Qua* the elder, shall not, nor will, at any time herent.

ter compound or release any debt or sum of money now due and owing to them the said parties hereto, or any of them, in respect of their said joint trade and copartnership, nor disavow or become nonsuit in any action or suit, which may be commenced, sued or prosecuted for the recovery thereof. And the said *Phips Qua* the younger, and *John Qua*, for the considerations aforesaid, do hereby for themselves severally, and for their several and respective heirs, executors and administrators, covenant, promise, grant and agree to and with the said *Phips Qua* the elder, his executors and administrators, that the said *Phips Qua* the younger, *John Qua*, and *Robert Wood*, some or one of them, their, some or one of their heirs, executors, or administrators, shall and will, on or before the — day of — next ensuing the date hereof, well and truly pay or otherwise satisfy and discharge all debts whatsoever, contracted by and now due and owing from them the said *Phips Qua* the elder, *Phips Qua* the younger, *John Qua*, and *Robert Wood*, in partnership or otherwise in respect of their joint trade and dealing, and shall and will, well and sufficiently indemnify and save harmless the said *Phips Qua* the elder, his heirs, executors, and administrators therefrom, and from and against all such costs, charges, damages, and expenses, as shall or may be recovered against, or sustained, expended, or become payable by him or them, for or by reason or means of the non-payment of the same debts, or any of them, or for or by reason or means of his name being made use of, in any action or suit which shall or may at any time hereafter be commenced, sued or prosecuted for the recovery of any debt or sum of money to them or any of them, due and owing. In witness, &c.

END OF FIRST VOLUME.

ADVERTISEMENT.

The Compilers of the forms contained in this Appendix deem it proper to state, That when the Publisher first projected the publication, it was his design to publish Graydon's Forms with additional forms and notes of judicial decisions.—This design was abandoned upon the discovery that a large proportion of the former edition remained on the hands of the venerable editor, and a determination to purchase that edition and publish an Appendix by itself was substituted, thus enabling the publisher to furnish the work in complete sets to those who had none, and the Appendix to those who had the Book itself. An alphabetical arrangement of the forms was deemed the most simple, and therefore adopted, although it is not in conformity to that in the work itself, which arranges the forms under the titles of the respective courts in which they are used. It was not until they had advanced into the work under a systematic enquiry, embracing every species of forms, that they discovered it would be impossible to make a complete and connected formulary on the present plan; they therefore selected those only that have been brought into use since the publication of Graydon's Forms, and thus supplied the deficiency created by the lapse of twenty years, in the forms of proceedings in Courts of Justice.



P R E F A C E

THE following Forms of Conveyancing and other Instruments, &c. are presented to the attention of the young Conveyancer, in the hope that they may be useful to him, and aid his labours—particularly in relation to the important subject of *Deeds of Trust*.

It seems hardly necessary to remark, that the creation of *Trusts*, by Deed or Will, may embrace within their control, all the objects which a prudent foresight may dictate as desireable; and may be diversified, in their manner, to correspond with the wants and wishes of those who may incline to make such settlements of their Estates. The forms given are merely intended to shew the manner in which such objects can be attained.—To apply them to occasions as they arise, or to vary the form of their matter in strict adaptation to the exigencies of each respective case as it occurs, is the business of the skilful and discriminating Conveyancer. He will also bear in mind that their whole security rests on settled legal principles; and that, however varied may be the objects of Trusts, or for whatever purposes created, they should always be penned with reference to and in conformity with these principles.



Appendix.

OF PRACTICE. IN CONVEYANCING.

In Pennsylvania, the title Deeds are uniformly retained by the Vendor, after he has conveyed to a purchaser a *part* only of the property held under them—and it is not usual for the Vendor to furnish, or even to covenant to furnish, Copies either attested or official. When this is done, it must be by *special agreement*. But the purchaser of a part of the tenements has a right to have the title examined by his own counsel, and to require of the Vendor that all his Conveyances and other muniments of title be put upon the Record, at the expense of the Vendor; unless such record have been previously made. It is prudent, however, in a purchaser to have an Abstract or Brief of the title.—But where this is done it is always at the expense of the purchaser.

It is usual to search for Judgments and Mortgages against a Vendor—and in the case of judgments it is prudent not to limit the Searches to the time when he purchased the Estate; for, although it has been decided, and is now settled Law, that a judgment is not a lien on lands purchased by defendant *after* the judgment; yet, if the defendant have not *bona fide* aliened the lands *before* the levying of an Execution under the judgment, they may be sold under the execution. The Searches therefore should be made without regard to the time of purchase for the purpose of ascertaining whether any Executions, in such cases, have been issued, and upon what property levied.

Purchasers under sales made by order of the Orphans Court, hold the Land discharged from Judgments, and all other debts, *except Mortgages*, provided the proceedings of the Orphans Court are strictly regular; and therefore, in the cases of such Sales, it is not now usual to search for Judgments.

But it is highly adviseable, that the purchaser should be satisfied that the Orphans Court have proceeded in all parts in strict conformity with the Acts of Assembly giving jurisdiction; and in all cases, without any exception, searches should be made for Mortgages.

OF ACKNOWLEDGMENTS AND PROOFS

OF

Deeds, &c.

Form of Acknowledgment for one person.

County of Philadelphia, ss.

The—day of—A. D. 1830 Before me the subscriber one of the Justices of the Peace in and for the County aforesaid personally came the within named A B and in due form of Law acknowledged the within written Indenture to be his Act and Deed and desired the same might be recorded as such. Witness my hand and seal the day and year aforesaid. (L.S.)

Form of Acknowledgment by virtue of a Letter of Attorney.

City of Philadelphia, ss.

The—day of—A. D. 1830 Before me—Esquire Mayor of the said City personally came the above named E F and in his own name and in the names of his Constituents the above named A B and C D in due form of Law acknowledged the above written Indenture or Deed of Conveyance to be his own Act and Deed and the Act and Deed of his Constituents the said A B and C D by him the said E F done and executed by virtue of a Letter of Attorney to him for that purpose granted and desired the same might be recorded as such. Witness my hand and seal the day and year aforesaid. (L.S.)

A good form of Acknowledgment by Husband and Wife.

City of Philadelphia, ss.

The—day of—A. D. 1830 before me the subscriber one of the Aldermen of the said City personally appeared the above (or within) named A B and C his wife and in due form of Law acknowledged the above (or within) written Indenture to be their Act and Deed and desired the same might be recorded as such and the said C being of full age and separate and apart from her said Husband by me thereon privately examined and the full contents of the above (or within) Deed being by me first made known unto her did thereupon declare and say that she did voluntarily and of her own free will and accord sign seal and as her Act and Deed deliver the above (or within) written Indenture Deed or Conveyance without any coercion or compulsion of her said husband. Witness my hand and seal the day and year aforesaid. (L.S.)

Forms of Proof of execution of Deeds.

City of Philadelphia, ss.

Be it remembered that on the—day of—in the year of our Lord one thousand eight hundred and thirty before me P C Esq. one of the Aldermen of the said City personally came A B of the said City merchant one of the subscribing witnesses to the execution of the within written Indenture and on his solemn affirmation according to Law doth declare and say that he did see C D the Grantor within named seal and as his Act and Deed deliver the within written Indenture Deed or Conveyance for the uses and purposes therein mentioned—that he did also see E F subscribe his name thereunto as the other witness of such sealing and delivery and that the name of this affirmant thereunto set and subscribed as a witness is of this affirmant's own proper and respective hand writing

Affirmed and subscribed the day }	A B
and year aforesaid before me }	
Witness my hand and seal	
P C	Alderman (Seal)

Another form of Proof.

County of Philadelphia, ss.

Be it remembered that on the—day of—in the year of our Lord 1830 before me A B one of the Justices of the Peace in and for the County aforesaid personally came C D of—and on his solemn affirmation according to Law doth declare and say that he was present and did see E F of the Township of Penn in the County aforesaid carpenter the Grantor in the within Indenture named sign seal and as his Act and Deed deliver the within written Indenture Deed or Conveyance for the uses and purposes therein mentioned—that the same was so signed sealed and delivered in the presence of G H of the City of Philadelphia Bricklayer and of this affirmant—that the name E F set and subscribed to the said Indenture as the party executing the same is of the proper hand writing of the said E F—and that the names G H and C D also set and subscribed to the said Indenture as the witnesses attesting the due execution thereof are of the respective proper hands writing of the said G H and of this affirmant

Affirmed and subscribed the day }	C D
and year aforesaid before me }	
Witness my hand and seal	
A B	Justice of the Peace (Seal)

Deeds conveying lands in Pennsylvania, made and executed within the state, may be acknowledged or proved before any Judge of the Supreme Court, or the President or Associate Judge of the Court of Common Pleas in any County, or the Mayor or Recorder of the Cities of Philadelphia, Lancaster,

Harrisburg, or Pittsburg, or any Alderman of the said Cities, or Justice of the Peace of any County. If made and executed out of the state and within the United States, they may be acknowledged or proved before any Mayor, Chief Magistrate, or officer of the City, Town, or place where such Deeds or Conveyances are or shall be made or executed, and certified under the common or public seal of such City, Town or place, or before one of the Judges of the Supreme Court of the United States, or before a Judge of the District Court of the United States, or before any one of the Judges or Justices of the Supreme or Superior Court or Courts of Common Pleas of any state or territory within the United States, and so certified under the hand of said Judge and seal of the Court*—or before any Commissioner residing out of the State of Pennsylvania, and in any other of the United States, or in the District of Columbia, authorized for that purpose by the Governor of this Commonwealth.† If made and executed in any foreign State, they may be acknowledged or proved before any Mayor, or Chief Magistrate, or officer of the Cities, Towns, or places, where such Deeds or Conveyances are or shall be made or executed, and certified under the common or public Seal of such Cities, Towns, or places; or before any Consul or Vice-consul of the United States, duly appointed for and exercising consular functions in the State, Kingdom, Country, or place where such Deeds or Conveyances &c. may or shall be made and executed, and certified under the public official Seal of such Consul or Vice-consul of the United States.

The recording of a Deed *defectively* proved or acknowledged is not constructive notice to a subsequent purchaser. It is therefore important that it be done before *the proper Officer*—and as this is an essential part of the due execution of every deed it should never be omitted—and in the case of every deed conveying the lands of husband and wife, although executed by the wife together with her husband, if not acknowledged by her, according to the Act of Assembly, she is not barred of her dower or her Estate in the Lands.

*It has however been held that “an Acknowledgment before two Justices of the County of B in another State, accompanied by the Certificate of the Clerk of the County Court, under the seal of the Court, that the persons who took the Acknowledgment were Justices of the Peace, and that there were no magistrates superior to them in B county,” is a good acknowledgment under the third section of the Act of Assembly of 24 February, 1770. 5 Binney, 296—3 Yeates, 424.

† The power of these Commissioners under the Act of Assembly entitled “An act to authorize the appointment of Commissioners to take the acknowledgment of Deeds and Instruments of writing under seal,” passed the fourteenth day of April 1828, does not extend to authorize them *to take the separate examination of Femmes covert*. The power is limited to “Acknowledgments and proof of execution”—and has no express reference whatever to *Conveyances by femmes covert*. It is therefore believed, and with good reason, that Deeds so acknowledged will not pass the Estates of *femmes covert*.

Deeds of Trust.

In trust for Creditors.

This Indenture made the—day of—in the year of our Lord &c. Between Joseph George of—of the one part and John Bee of—of the other part Whereas the said Joseph George has incurred debts which by reason of sundry misfortunes in trade he is at present unable to discharge and being desirous of giving to his Creditors all the satisfaction that lays in his power Now therefore this Indenture witnesseth that the said Joseph George as well in consideration of the premises as also of the sum of one Dollar lawful money of the United States to him in hand well and truly paid by the said John Bee at the time of the execution hereof the receipt whereof is hereby acknowledged hath and by these presents doth grant bargain and sell release and confirm assign transfer and set over unto the said John Bee his heirs executors administrators and assigns all and singular his the said Joseph George's messuages lots of ground lands tenements and hereditaments goods and chattels debts and effects and generally all and singular his estate real personal and mixed whatsoever and wheresoever To have and to hold the same to the said John Bee his heirs executors administrators and assigns to and for his and their proper use and behoof forever In Trust nevertheless and to the intent and purpose that he the said John Bee his heirs executors administrators or assigns shall and will as soon as reasonably may be convert all and singular the said hereby granted and assigned premises into money and for that purpose shall and will bargain and sell and absolutely dispose of all and singular the said messuages lots lands tenements hereditaments and Real Estate and also the said goods chattles and personal Estate hereby granted and assigned unto any person or persons and for the best price or prices that can reasonably be had or gotten for the same either at public or private sale or sales in his discretion and grant convey and assure the said real estate and the absolute fee simple and inheritance thereof unto the purchaser or purchasers thereof and his her or their heirs and assigns forever and that he the said John Bee his heirs executors administrators or assigns shall and will pay and distribute the proceeds of such sales together with all other moneys which shall come to his or their hands by virtue of these presents (all his and their reasonable costs charges and expenses being thereout first deducted) to and amongst all and singular the Creditors of the said Joseph George in an equal and rateable manner ac-

cording to the amount of their respective debts yielding the overplus if any to him the said Joseph George his executors or administrators [or to and amongst all such of the Creditors of the said Joseph George who reside in Europe as shall within—from and next after the date hereof and all such others of the Creditors of the said Joseph George who reside in the United States as shall within—from and next after the date hereof execute and deliver to the said Joseph George a full and general Release of all their respective claims and demands in an equal and rateable manner according to the amount of their respective debts yielding the overplus if any to him the said Joseph George his executors or administrators.]

Or thus “in the first place to the payment of the debts of
“the said Joseph George due or owing on Custom house bonds
“and the surplus to and amongst all such of the Creditors of
“the said Joseph George that reside within the United States
“of America as shall within four months from and next after
“the date hereof come in and claim the benefit of this assignment and sign and execute a general Release of all future claim or demand against the person and property of the
“said Joseph George except only the Bank of the United States
“and the Bank of Pennsylvania who although they do not
“execute the said release are nevertheless to be entitled to
“have and receive a dividend or dividends under this assignment and to and amongst all such others of the Creditors of
“the said Joseph George that reside in Europe or elsewhere
“out of the United States of America as shall within eight
“months from and next after the date hereof come in and
“claim the benefit of this assignment and sign and execute a
“release of all future claim or demand against the person and
“property of the said Joseph George in an equal and rateable
“manner according to the amount of their respective debts
“yielding the overplus if any overplus shall remain after his
“debts due and owing on Custom house Bonds and after all
“and singular the Creditors of the said Joseph George who
“shall entitle themselves to the benefit of this assignment and
“the Banks aforesaid shall have been fully paid unto him the
“said Joseph George his executors or administrators”

And the said Joseph George doth hereby make ordain constitute and appoint the said John Bee his executors and administrators his true and lawful Attornies irrevocable with full power and authority for and in the name of him the said Joseph George or in his and their own name or names or otherwise but nevertheless to and for the uses intents and purposes aforesaid to ask demand sue for recover and receive of and from all and every person and persons whom it may concern all and every the debt and debts sum and sums of money goods chattels effects and demands whatsoever due owing payable or any way belonging to the said Joseph George and

hereby assigned or meant or intended so to be and on receipt thereof to give good and sufficient acquittances and discharges for the same and to do and execute all acts matters and things in Deed or in Law as shall be necessary for effecting the premises and hereby ratifying and confirming all and whatsoever his said Attorney or Attorneys or his or their substitute or substitutes shall lawfully do therein by virtue hereof In witness &c.

Voluntary assignments will not bar Dower, unless the wife of the assignor join in and acknowledge the deed.

A Schedule or Inventory of all the property real personal or mixed should be endorsed upon, or annexed to, the deed, and signed by the assignor, at the time of the execution of the Deed.

The following Section of the Act of Assembly, entitled "A Supplement to the Act entitled, an Act to compel Assignees to settle their Accounts, and for other purposes," passed the fourteenth day of April, 1828, is subjoined for the purpose of showing the duties of assigness under voluntary assignments.

SECT. 4. "That in all cases where any person or persons may hereafter make or execute any voluntary assignment of his her or their estate real personal or mixed or any part thereof to any person or persons in trust and for the use of his her or their creditors such assignee or assignees shall within thirty days from the execution of said deed of assignment file an inventory or schedule of all the property real personal or mixed thus assigned to him or them in the office of the Prothonotary of the Court of Common Pleas of the proper county which said inventory or schedule shall contain the appraised value of the said property thus assigned and the said appraisement and valuation shall be made by two disinterested citizens of said county and shall be certified by them on oath or affirmation taken before the said Prothonotary at the time of the filing of the said inventory or schedule and the said assignee or assignees shall as soon as the said schedule or inventory shall be filed in the manner aforesaid give bond with two sufficient sureties to be approved of by one of the Judges of the Court of Common Pleas of said county which said bond shall be executed to the Commonwealth of Pennsylvania for the use of all the creditors interested in the estate of such assignor in double the amount of the appraised value of such estate the condition of such bond shall be as follows, viz.—

"The condition of this obligation is such that if the above bounden A B assignee of C D has complied and will in all things comply with the provisions of the Act entitled 'An Act to compel Assignees to settle their accounts and for other purposes' and the supplements thereto and shall faithfully execute the trust confided to him then the above obligation to be void and of none effect or else to be and remain in full force and virtue.

The Assignee or Assignees should sign a covenant, at the foot or on the back of the Deed, accepting the trust. This is variously done sometimes thus "I (or we as the case may be) accept the above (or the within) Trust;" or "We the undersigned Trustees named in the above (or within) Indenture do hereby accept the trust therein declared"

All assignments must be recorded in the Office for recording of Deeds *in the County in which the assignor resides within thirty days after the execution thereof*, or they will be null and void, as against any of the creditors of the said assignor. Besides, they should also be recorded in every county in the State, in which land intended to be passed by them, is situated.

Deed of Trust to the use of Grantor and Wife, for their several lives; then to the use of their Son and Daughter for their several lives; and afterwards the Estate to be sold, and the proceeds divided amongst the Grandchildren.

This Indenture made the — day of — in the year of our Lord 1830 between A B of the city of Philadelphia in the State of Pennsylvania merchant and C his wife of the one part and D E of the same city Esquire of the other part witnesseth that the said A B and C his wife as well for and in consideration of one dollar lawful money of the United States to them in hand well and truly paid by the said D E at or before the sealing and delivery hereof the receipt whereof they do hereby acknowledge as also for divers other good and valuable causes and considerations them thereunto especially moving have granted bargained and sold aliened enfeoffed released and confirmed and by these presents do grant bargain and sell alien enfeoff release and confirm unto the said D E and his heirs all that certain messuage or tenement and lot or piece of ground thereunto belonging situate &c. together also with all and singular the buildings improvements ways alleys passages waters water courses rights privileges liberties hereditaments and appurtenances whatsoever thereunto belonging and the reversions and remainders rents issues and profits thereof And all the estate right title interest property claim and demand whatsoever of him the said A B and C his wife either in law or equity of in and to the same To have and to hold all and singular the said hereby granted premises with the appurtenances unto the said D E his heirs and assigns to and for his and their only proper use benefit and behoof forever in trust nevertheless to and for the uses and purposes following that is to say in trust to permit and suffer the said C wife of the said A B for and during the term of her natural life to occupy demise or dispose of the said premises and every part thereof and to take receive and enjoy the rents issues and profits of the same to and for her own sole and separate use and behoof

as if she were a feme sole she paying all taxes thereon and all necessary and proper repairs thereof and in case she shall die during the life of the said A B then from and immediately after the decease of the said C in trust to permit and suffer the said A B in like manner for and during the term of his natural life to occupy demise or dispose of the said premises and every part thereof and to take receive and enjoy the rents issues and profits of the same to and for his own proper use and behoof and from and immediately after the death of the longest liver of them the said A B and C his wife in trust to let and demise the same for the best rent that can be gotten therefor and the nett annual rent and income after paying all taxes and necessary repairs to pay apply and dispose of in manner following that is to say one equal half part thereof to and for the maintenance and benefit of F G son of the said A B during the term of his natural life in such way and manner as that the same or any part thereof shall not become subject or liable to the payment of any of his debts present or future and so that no creditor of the said F G shall ever be able to take seize or enjoy the same or any part thereof and the other and remaining half part thereof to and for the sole and separate use of H I the daughter of the said A B during the term of her natural life And upon this further trust that until the death of the longest liver of them the said F G and H I in the event of the death of either of them the part or share of him or her so dying shall upon his or her death respectively leaving issue be paid applied and disposed of until the death of the said longest liver for the use and behoof of his or her issue respectively but if there shall be no such issue or if the same shall all die in the lifetime of the said longest liver then the said part or share of him or her so dying shall until the death of such longest liver be paid and applied to and for the use of such longest liver And upon this further trust that from and immediately after the death of the longest liver of them the said F G and H I to let demise and dispose of the said premises and every part thereof for the best rent that can be gotten therefor and the nett annual rent and income after paying all taxes and necessary repairs to pay apply and dispose of to and among the children then living of the said F G and H I respectively and the issue of such as may be dead until the youngest of such children shall attain the age of twenty-one years each of such children to take one part or equal share and the issue of any deceased child or children to take equally amongst them the part or share that his her or their parent would have taken if living And on the arrival of the youngest of the said children at the age of twenty-one years then upon this further trust to bargain and sell and absolutely dispose of the said premises and every part thereof and to grant convey and assure the same and the absolute fee simple and inheritance thereof unto any person or persons

willing to purchase the same for the best price that can be gotten either at public or private sale or sales and his her or their heirs and assigns for ever in fee simple free and discharged of and from any manner of trust or limitation whatever and the nett proceeds of such sale or sales to divide and distribute equally among all the then surviving children of the said F G and H I and the issue of such as may be then dead part and share alike so always however that each of such surviving children shall take in chief or per capita and such issue shall take together in equal parts the share that his her or their parent would have taken if then living

In witness whereof &c

Deed of Trust from Husband and Wife, for the Wife's Estate, limiting the use to the Wife for life; remainder to the uses of her Will, and in default of a Will, to such persons as at her death may be her Heirs, with powers of revocation and declaration of new uses.

This Indenture made the — day of — in the year of our Lord 1830 between A B of the city of Philadelphia merchant and C his wife of the one part and D E of the same city Esquire of the other part Witnesseth that the said A B and C his wife as well for and in consideration of one dollar lawful money of the United States to them in hand well and truly paid by the said D E at or before the sealing and delivery hereof the receipt whereof they do hereby acknowledge as also for divers other good and valuable causes and considerations them thereunto especially moving have granted bargained and sold aliened enfeoffed released and confirmed and by these presents do grant bargain and sell alien enfeoff release and confirm unto the said D E his heirs and assigns All that certain messuage or tenement and lot or piece of ground thereunto belonging situate &c [being the same premises which F G of the said city merchant by Indenture bearing date the fourth day of October one thousand eight hundred and six recorded in the office for recording of Deeds for the city and county of Philadelphia in Deed Book &c granted and conveyed unto H I then of the said city merchant (who was the father of the said C the wife of the said A B parties hereto) in fee And the said H I lately died seised thereof having first by his last will and testament in writing bearing date the tenth day of September 1829 duly proved and remaining of record in the Register's office at Philadelphia devised the same to his daughter the said C (the wife of the said A B) in fee] Together also with all and singular the buildings and improvements ways alleys passages waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging And the reversions and remainders rents issues and profits thereof and all the estate

right title interest property claim and demand whatsoever of them the said A B and C his wife either in law or equity of in and to the same To have and to hold the said messuage or tenement and lot or piece of ground hereditaments and premises hereby granted or mentioned or intended so to be with the appurtenances unto the said D E his heirs and assigns to and for his and their only proper use and behoof for ever In trust nevertheless to and for the uses intents and purposes following that is to say In trust to and for the sole and separate use of the said C wife of the said A B for and during all the term of her natural life and to permit and suffer the said C for and during the term of her natural life to occupy let and demise the said premises and every part thereof and to take receive and enjoy the rents issues and profits of the same to and for her own sole and separate use and behoof as if she were a feme sole she paying all the taxes thereon and all necessary and proper repairs thereof And from and immediately after the decease of the said C then to grant and convey the said premises and every part thereof unto such person or persons and for such estate and estates and interests as she the said C by her last will and testament or by any writing in the nature of a last will and testament by her signed and sealed in the presence of at least two credible witnesses who shall attest the same by subscribing their names thereto as witnesses shall order direct limit and appoint and for want of such last will or appointment then to grant and convey the said premises and every part thereof unto such person and persons as at the decease of the said C shall and may be her heirs and legal representatives and in such parts shares and proportions as such person and persons shall be entitled to according to the laws of Pennsylvania regulating the descent of real estate in case of intestacy—Provided always nevertheless and it is hereby further declared and agreed by and between all the said parties to these presents that it shall and may be lawful to and for the said C whether covert or sole at any time or times hereafter by any writing or writings under her hand and seal and attested by two or more credible witnesses to alter revoke annul and destroy all and every the trusts hereby created and to declare direct and appoint such other trusts of and concerning the said trust estate or of any part or parcel thereof as she shall choose or think proper any thing herein before contained to the contrary thereof in any wise notwithstanding In wit-ness &c

Deed made in pursuance of the powers reserved in the foregoing Deed, to revoke the old and declare new uses.

This Indenture made the — day of — in the year of our Lord 1830 between C B wife of A B of the one part and D E of the other part Whereas the said A B and C his wife in and by a

certain Indenture bearing date the — day of — last past for the considerations therein mentioned did grant convey and confirm unto the said D E his heirs and assigns all that certain messuage or tenement and lot or piece of ground thereunto belonging situate &c together with the appurtenances to hold to him the said D E his heirs and assigns for ever In trust nevertheless to and for the uses intents and purposes therein particularly mentioned set forth and declared with a proviso therein contained in the words following that is to say “that
“it shall and may be lawful to and for the said C whether
“covert or sole at any time or times hereafter by any writing
“or writings under her hand and seal and attested by two or
“more credible witnesses to alter revoke annul and destroy
“all and every the trusts thereby created and to declare direct
“and appoint such other trusts of and concerning the said
“trust estate or of any part or parcel thereof as she shall choose
“or think proper any thing herein before contained to the
“contrary thereof in any wise notwithstanding” as in and by the said recited Indenture recorded in the office for recording of Deeds in and for the city and county of Philadelphia in Deed Book &c reference being thereunto had will more fully and at large appear Now this Indenture witnesseth that the said C B in pursuance and execution and by virtue of the power and authority reserved to her in and by the above recited Indenture to alter revoke annul and destroy all and every the trusts thereby created hath thought proper in execution of the said power to revoke annul and destroy and hereby doth revoke annul and destroy all and every the trusts thereby created and in lieu thereof doth by these presents declare direct and appoint new trusts in the manner and for the uses and purposes herein after mentioned that is to say that the said D E his heirs and assigns shall stand seised of the said premises herein before described in trust to and for the sole and separate use of the said C for and during all the term of her natural life and to permit and suffer the said C and her assigns for and during the term of her natural life to occupy let and demise the said premises and every part thereof and to take receive and enjoy the rents issues and profits of the same to and for her own sole and separate use and behoof as if she were a feme sole she paying all taxes thereon and all necessary and proper repairs thereof or at the request of the said C in writing at any time hereafter to sell and dispose of the said premises or any part thereof and to grant and convey the same or any part thereof unto the purchaser or purchasers thereof his her or their heirs and assigns for ever in fee simple free and discharged of and from any manner of trust or limitation whatever and to pay and apply the money arising from such sale to and for such uses and purposes as she the said C in writing shall or may from time to time direct limit or appoint and for want of such sale conveyance and disposition then

from and after the decease of the said C in trust to grant and convey the said premises or such part thereof as shall remain unsold and undisposed of to such person or persons as at the decease of the said C shall and may be her heirs and legal representatives and in such parts shares and proportions as such person and persons shall be entitled to according to the laws of Pennsylvania regulating the descent of real estate in case of intestacy In witness whereof &c.

Signed sealed and delivered }
in the presence of us }

Let the execution be proved by one of the subscribing witnesses.

Deed of Settlement in consideration of Marriage, limiting the Estate to the use of the Woman till Marriage, then to her sole and separate use, &c.

This Indenture made the — day of — in*the year of our Lord 1830 between A B of the city of Philadelphia spinster of the one part and C D and E F both of the said city merchants of the other part Whereas a marriage is intended by divine permission to be had and solemnized between the said A B and G H of the said city merchant and it has been agreed to settle the estate real and personal of the said A B in the manner herein after specified with the consent of the said G H which is testified by his signing this indenture as a witness Now this indenture witnesseth that the said A B in consideration of such intended marriage and the purpose aforesaid and also in consideration of one dollar to her in hand paid by the said C D and E F at the time of the execution hereof the receipt whereof is hereby acknowledged hath granted bargained and sold aliened enfeoffed released and confirmed assigned transferred and set over and by these presents doth grant bargain and sell alien enfeoff release and confirm assign transfer and set over unto the said C D and E F their heirs executors administrators and assigns all the estate of the said A B real and personal whatsoever and wheresoever in possession reversion or remainder with the appurtenances and all the estate right title interest property claim and demand whatsoever of her the said A B of in and to the same To have and to hold the same with the appurtenances to the said C D and E F their heirs executors administrators and assigns to the use of them the said C D and E F their heirs executors administrators and assigns for ever In trust nevertheless that they the said C D and E F their heirs executors administrators or assigns shall pay the rents issues profits interest income and proceeds thereof to the said A B while sole and after her marriage shall pay the same to the said A B during her coverture to her sole and separate use and benefit and if the said A B shall survive her intended husband then that they the

said C D and E F their heirs executors administrators or assigns shall grant and convey the said real estate and assign and transfer the said personal estate to the said A B to the only proper use and behoof of the said A B her heirs executors administrators and assigns for ever And if the said A B shall not survive her intended husband then that they the said C D and E F their heirs executors administrators or assigns shall grant convey and assign the said real and personal estate to such person or persons and for such estate and estates as she the said A B shall by any instrument in the nature of a last will and testament under her hand and seal executed in the presence of at least two witnesses who shall attest the same by subscribing the same as witnesses notwithstanding her coverture direct limit and appoint And in case of no such appointment and the death of the said A before her intended husband then that they the said C D and E F their heirs executors administrators or assigns shall grant convey and assign the said real and personal estate to such person or persons as would be entitled to the same if the said A had survived her intended husband and afterwards died intestate and in such manner and for such quantity of estate as such person or persons would in such case be entitled to by law In witness whereof &c

Signed sealed and delivered }
in the presence of us }

Let the execution be proved by one of the subscribing witnesses.

Another Deed of Settlement in consideration of Marriage.

This Indenture made the — day of — between A B of the city of Philadelphia gentleman of the first part C D of the said city spinster of the second part and E F and G H of the said city merchants of the third part Whereas a marriage is intended by divine permission to be had and solemnized between the said A B and C D and whereas the said C D now standeth seised in her demesne as of fee of and in all those messuages or tenements and lots or pieces of ground situate &c (describe the property) together with the appurtenances and also of and in one full equal and undivided fourth part of and in all those messuages lands &c situate &c which descended and came to her as one of the daughters and heirs at law of J D late of the said city gentleman deceased intestate And whereas the said C D is now possessed of and entitled to a certain mortgage bearing date the — day of — &c recorded at Philadelphia in mortgage book &c made and executed to her by M O of the said city merchant for securing the payment of the just sum of ten thousand dollars on a certain day and time therein mentioned together with lawful interest half yearly for the same and the said C D is also entitled to certain other mortgage

debts of five thousand dollars and four thousand dollars payable with interest and to fifty shares of the capital stock of the president directors and company of the bank of — which are severally held by and in the name of the said E F in trust for the said C D Now this indenture witnesseth that the said C D in consideration of the said intended marriage and for settling and assuring all her estate real and personal to the uses herein after mentioned and also in consideration of one dollar to her in hand paid by the said E F and G H at the time of the execution hereof the receipt whereof is hereby acknowledged hath granted bargained and sold aliened enfeoffed released and confirmed assigned transferred and set over and by these presents doth grant bargain and sell alien enfeoff release and confirm assign transfer and set over unto the said E F and G H and the survivor of them and the heirs executors administrators and assigns of such survivor all and singular the aforesaid messuages and lots of ground lands tenements and hereditaments and mortgage monies and interest and bank stock aforesaid and all other the estate real and personal whereof the said C D or the said E F or any other person or persons in trust for her now is or are seised or possessed of interested in or entitled unto either in law or equity in possession reversion remainder or expectancy or otherwise howsoever with the appurtenances and all the estate right title interest property claim and demand whatsoever of her the said C D of in and to the same To have and to hold all and singular the said hereby granted and assigned premises with the appurtenances unto the said E F and G H and the survivor of them and the heirs executors administrators and assigns of such survivor to their own proper use and behoof for ever In trust nevertheless to such uses upon such trusts and to and for such intents and purposes as are herein after mentioned expressed and declared of and concerning the same that is to say in trust to the use of the said C D until the solemnization of the said intended marriage and from and after the solemnization thereof then for and during the coverture of the said A B and C D upon the following trust that is to say the rents issues and profits of the said messuages lots lands tenements hereditaments and real estate and the interests dividends and income of the said mortgages stock and other personal estate to be received and paid over by the said trustees to the said C D for her sole and separate use or to such person or persons as she may from time to time and not by way of anticipation by any writing under her hand direct and appoint the said trustees and the survivor of them and the heirs of such survivor being hereby also empowered to unite in and effect any partition or partitions sale or sales of the real estate aforesaid which now is undivided or any part or parts thereof with the other parties interested in the same and to sell and con-

vey in fee simple the share or shares allotment or allotments of her the said C D of and in the same and also to sell and convey in fee simple all other the real estate aforesaid whereof the said C D now is sole seised as aforesaid and to invest the proceeds of all and every such sale and sales in the names of the said trustees in mortgages groundrents funded debt of the United States or of any State or city capital stock of any bank or other incorporated company such as she the said C D in writing under her hand shall or may direct and appoint under the same trusts as are herein declared the interest or dividends thereof to be paid to the said C D for her sole and separate use or to her order as aforesaid and to re-invest the principal when paid off from time to time in the names of the said trustees upon the same trusts and conditions and in like manner as aforesaid and as for and concerning the mortgage securities and bank stock herein before mentioned held as well in the name of the said C D as also in the name of the said E F in trust for the said C D it is hereby declared to be her intention and desire that these securities shall be and remain under the same trusts that are herein declared until the same be sold or paid off the dividends and interest thereof in the mean time to be paid to the said C D for her sole and separate use or to her order as aforesaid and that when the same shall be paid off then the said trustees shall re-invest the principal in the names of the said trustees and upon the trusts herein declared in funded debt of the United States or of any State or city capital stock of any bank or other incorporated company such as the said C D by writing under her hand shall or may direct and appoint and in like manner to make alterations or changes or re-investments of the said stock from time to time upon the same trusts and conditions as may be deemed necessary or adviseable and from and immediately after the death of the said C D then in trust to and for such person or persons and for such estate or estates and interests as she the said C D by any instrument in the nature of a last will and testament shall direct limit and appoint and for want of such last will or appointment then in trust for such of the children of the said C D to be hereafter born as shall be living at her death and the issue of such as may be then deceased their heirs executors administrators and assigns for ever in equal shares as tenants in common so always however that such issue of deceased children if any shall take equally among them that part and share only which his her or their parent would have taken if living and for want of such last will or appointment and of such children and issue of such deceased children then in trust to and for the right heirs of her the said C D according to the laws of Pennsylvania and in like manner as if all and every part of the said trust estates were real estate at the time of her decease

And the said A B for himself his heirs executors administrators and assigns doth hereby covenant promise and agree to and with the said E F and G H and the survivor of them and the heirs executors and administrators of such survivor in manner following that is to say that notwithstanding the said intended marriage shall take effect he the said A B his executors administrators or assigns shall not and will not intermeddle with or have any right or title property or interest in law or equity in or to the messuages lots lands tenements hereditaments and real estate hereby granted and conveyed or in or to any part or parcel thereof or the rents issues and profits thereof or any part or parcel thereof or in or to the mortgage debts and stock and other personal estate hereby assigned but that the same and every part and parcel thereof shall be and remain under and subject to the uses trusts limitations and conditions herein before mentioned declared and provided and shall always be deemed taken and adjudged as a separate and distinct estate apart and separate from the estate of him the said A B and shall not in any event be subject or liable to him or to the payment of any of his debts present or future and further that he the said A B shall and will permit and suffer the said C D after the said intended marriage shall take effect to make a last will and testament or other writing in the nature of a last will and testament and thereby to give devise bequeath or order all her said separate estate real and personal to such person or persons and for such estate or estates and interests and subject to such conditions and limitations and in such manner and form as she shall think fit and to nominate and appoint such person or persons to be the executor or executors thereof as she shall think proper and that he shall and will permit such will and testament to be duly proved by the executor or executors to be therein named and probate of such will and testament to be had and taken as is usual and shall and will also permit and suffer the person or persons to whom the said C D shall give devise bequeath or dispose of her said separate estate real and personal freely peaceably and quietly to have hold use occupy possess and enjoy the same without any manner of let suit trouble molestation hindrance interruption or denial whatsoever by or from the said A B his heirs executors administrators or assigns or any of them or by or with his their or any of their act means consent privity or procurement Provided always nevertheless and it is hereby further declared concluded and agreed upon by and between the said parties to these presents that in the event of the death of the said A B in the life time of the said C D then they the said E F and G H and the survivor of them and the heirs executors and administrators of such survivor shall and will thereupon grant convey assign and assure all the estates real and personal hereby granted and assigned and all the proceeds

thereof unto her the said C D her heirs and assigns to and for her and their own proper and absolute use and behoof for ever free and discharged of and from all manner of trust and limitation whatever to the end and intent that the said C D and her heirs shall in such event as aforesaid be re-invested with the same as of her former estate free and discharged as aforesaid and as if this deed had never been made it being however hereby expressly provided agreed and understood that all such acts deeds conveyances matters and things as shall have been lawfully done and performed by the said trustees under and by virtue of the trusts aforesaid before the death of the said A B or before his death shall have been made known to them shall nevertheless be and remain good and valid in law And it is hereby further agreed and understood that it shall be lawful for the said trustees or either of them from time to time to reimburse themselves or himself out of the said trust estates all necessary and reasonable costs charges and expenses that they or either of them shall incur sustain or be put unto by reason of these presents and also a just and reasonable compensation for their care and trouble in and about the execution of the trust aforesaid and that neither of the said trustees shall be or be held liable or accountable for the acts and deeds of the other of them or to make good or account for any more of the said trust estate than shall actually come to his hands or custody And provided also that in case of the death or refusal to act of either of the said trustees in the lifetime of the said A B then it shall be lawful for the surviving or remaining trustee by and with the consent of the said C D to nominate and appoint some other fit person or persons to be trustee or trustees of and in the premises in the stead and place of the trustee so dying or refusing to act and that upon such nomination and appointment the person or persons so to be nominated and appointed shall from thenceforth be jointly and equally seised and concerned in the several trusts aforesaid in the same manner and with the like effect as such surviving or remaining trustee and the one so dying or refusing to act would have been had he not died or refused to act and so on from time to time and as often as any trustee or trustees shall die or refuse to act during the lifetime of the said A B such nomination and appointment of new trustee or trustees shall be made in manner aforesaid such new trustee or trustees hereafter to be nominated and appointed as aforesaid to have the right and power to reimburse himself and themselves out of the trust estate aforesaid all necessary and reasonable costs charges and expenses which he or they shall incur sustain and be put unto by reason of the premises and a just and reasonable compensation for his or their care and trouble in and about the execution of the trusts aforesaid and each of them shall be accounta-

ble for his own acts and deeds only and not for the acts and deeds of the other or others of the said trustees

In witness &c

Another Deed of Marriage Settlement.

This Indenture tripartite made the eleventh day of July in the year of our Lord 1830 between A D widow and relict of C D late of the city of Philadelphia gentleman deceased of the first part EF and G H both of the said city gentlemen of the second part and J K of the said city merchant of the third part Whereas a marriage is intended by divine permission to be had and solemnized between the said J K and A D And whereas the said C D in and by his last will and testament in writing bearing date the tenth day of June Anno Domini 1827 did give and devise unto his son G D one equal and undivided half part of his the said testator's messuage and lot of ground situate &c with the appurtenances to hold to him the said G D his heirs and assigns for ever with a proviso that if he the said G D should die in his minority and without lawful issue his said moiety should go with the residue of the said testator's estate to the said A D to whom he devised all the rest residue and remainder of his estate real and personal whatsoever and wheresoever to hold to her the said A D her heirs executors administrators and assigns for ever upon condition that she the said A D for and out of the estate so devised to her as aforesaid should be at the charge of the maintenance and education of her said son until he should arrive at full age Now to the end and purpose that the said real estate of the said C D may be preserved to and for the uses limited by his said will and agreeably to the intention of the said A D This indenture witnesseth that the said A D in consideration of the said intended marriage and of the trust and confidence which she hath and reposeth in the said E F and G H and also in consideration of one dollar lawful money by them to her in hand paid the receipt whereof she doth hereby acknowledge hath granted bargained and sold aliened enfeoffed released and confirmed and by these presents doth grant bargain and sell alien enfeoff release and confirm unto the said E F and G H and their heirs all that her the said A D's one full equal and undivided moiety or half part of and in the aforesaid messuage and lot or piece of ground situate &c and also the contingent and executory remainder expectant upon the death of the said G D without issue happening during his minority of the other like moiety of the same messuage and lot of ground which remainder by the will of the said testator C D is vested in the said A D and her heirs so as to wait on the determination of the said G D's estate in the said moiety to take effect and to be executed in the event aforesaid together with all and

singular the buildings and improvements ways alleys passages waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging and the reversions and remainders rents issues and profits of all and singular the premises and all the estate right title interest property claim and demand whatsoever of her the said A D either in law or equity of in and to the same To have and to hold all and singular the said hereby granted premises with the appurtenances unto the said E F and G H and the survivor of them and the heirs and assigns of such survivor to and for the only proper use and behoof of the said E F and G H and the survivor of them and the heirs and assigns of such survivor for ever In trust nevertheless to and for the uses and purposes following that is to say to the use of the said A D her heirs and assigns until the solemnization of the said intended marriage and from and after the solemnization thereof then to and for the sole and separate use of the said A D for and during the term of her natural life without being liable in any way or manner whatsoever to the payment of any of the debts present or future of her said intended husband and from and after the decease of the said A D then with respect to the moiety by the said C D to the said A D devised as aforesaid to and for the only proper use and behoof of their son the said G D his heirs and assigns for ever and with respect to the executory remainder of the said G D's moiety if the same should take effect and by the death of the said G D as aforesaid be executed together in that event with the said A D's own moiety of the said messuage and lot with the appurtenances in trust to and for such use and uses as she the said A D notwithstanding her coverture by any writing in the nature of a last will and testament under her hand and seal attested by two or more credible witnesses shall limit and appoint and for want of such limitation or appointment then to the use of the said J K (her intended husband) his heirs and assigns for ever Provided always and it is hereby declared and agreed that the true meaning and intent of these presents and of all the parties hereto is that it shall and may be lawful to and for the said A D notwithstanding her coverture at any time or times hereafter by one or more indenture or indentures or by her last will and testament in writing or by any writing in the nature of a will every of them to be attested by two or more credible witnesses to alter change revoke determine and make void all and every or any the estate or estates use or uses before by these presents limited and appointed and that from and after such alteration change revocation determination or making void thereof or any part thereof then these presents shall be and enure for and concerning the said premises or so much thereof as whereof such alteration change revocation or determination shall be had and made to such other use and uses and to the use of such other person or persons and for

such estate and estates and in such sort manner and form as the said A D by the same or by any other indenture or indentures or by her last will and testament in writing or by any writing in the nature of a will every of them to be attested as aforesaid shall declare limit and appoint and in default of such limitation or appointment then to the uses intents and purposes herein before by these presents mentioned expressed and declared and to and for no other use intent or purpose whatsoever And the said J K (the intended husband) for himself his heirs executors and administrators doth hereby covenant promise grant and agree to and with the said E F and G H their heirs executors and administrators that he the said J K shall not and will not oppose or contest any necessary expense to be laid out or employed for the maintenance and education of the said G D agreeably to his said father's will provided such expense be in good reason proportionable to that residue of his said father's estate which he devised and bequeathed to the said A D as well for her own as for her said son's support and maintenance and shall not and will not at any time hereafter directly or indirectly obstruct litigate or defeat the uses and estates herein before limited and declared or any future revocation or change of the same or any declaration and appointment of other uses which the said A D may hereafter make either by her deed or deeds of indenture or by her last will and testament in writing or by any writing in the nature of a will agreeably to the tenor and the true intent and meaning of these presents In witness whereof &c

(Executed by all the parties.)

Deed revoking the uses of the foregoing Deed and declaring new uses.

This Indenture made &c between A K late A D widow and relict of C D late of the city of Philadelphia gentleman deceased and now the wife of J K of the said city merchant of the one part and her son G D of the said city merchant now of the full age of twenty-one years and upwards of the other part Whereas in and by a certain indenture tripartite bearing date the eleventh day of July Anno Domini 1830 made and executed by and between the said A K by her then name of A D of the first part E F and G H both of the said city gentlemen of the second part and J K of the said city merchant of the third part she the said A K late A D in consideration of a marriage then intended to be had and solemnized between the said J K and A D (which said intended marriage hath since taken effect) and for other the considerations therein mentioned did grant convey and confirm unto the said E F and G H and their heirs (then proceed in reciting the foregoing deed at large including in the recital the power to revoke in hæc verba) as in and by the said recited indenture recorded

at Philadelphia in deed book &c at large appears Now this indenture witnesseth that the said A K late A D for and in consideration of the natural love and affection which she hath and beareth for her only son the said G D and also of one dollar lawful money to her in hand paid by her son the said G D the receipt whereof she doth hereby acknowledge hath in pursuance of the powers and authorities to her reserved and given in and by the said recited indenture declared limited and appointed and by these presents doth declare limit and appoint that the legal estate in them the said E F and G H and their heirs vested in and by the said recited indenture shall henceforth operate stand and enure to and for the uses intents and purposes following and no other that is to say to and for the only proper use benefit and behoof of her son the said G D his heirs and assigns for ever And the said A K late A D doth by these presents revoke annul and destroy all former use or uses by her heretofore limited and appointed of and in the premises aforesaid or any part thereof any thing in the before recited indenture tripartite or any subsequent instrument of writing to the contrary hereof in any wise notwithstanding In testimony whereof she the said A K late A D in pursuance and by virtue of the powers and authorities to her reserved and in her vested as aforesaid hath hereunto set her hand and seal in the presence of two credible witnesses the day and year first above written.

Signed sealed and delivered }

in the presence of us }

A. K.

(L. S.)

Let the execution of this be proved by one of the subscribing witnesses.

Deed of Trust of the Wife's Estate made after Marriage, upon a Separation of the Husband and Wife.

This Indenture made &c between A B of the city of Philadelphia Esquire and C his wife of the one part and D E and F G both of the said city Esquires of the other part Whereas H I of — (who was the grandmother of the said C) in and by her last will and testament in writing bearing date the — day of — in the year of our Lord — did give devise and bequeath unto the said C her heirs and assigns for ever all that messuage or tenement and lot or piece of ground situate &c and also one full equal third part of all the rest residue and remainder of her the said testatrix's estate real and personal whatsoever and wheresoever as in and by the said recited last will and testament duly proved and filed of record in the Register's office at Philadelphia fully appears And whereas J K who was the uncle of the said C in and by his last will and testament in writing bearing date &c duly proved and of record in the Register's office aforesaid did give devise and bequeath one full equal fourth part of all his estate real and personal unto his niece the said C her heirs executors administrators and assigns for ever And whereas LM who was the mother

of the said C lately died intestate seised of divers messuages lots lands tenements hereditaments and real estate situate &c and also possessed of and entitled to personal estate to a considerable amount by reason whereof one full equal and undivided fifth part of the same estate real and personal descended and came to the said C as one of her heirs at law Now this indenture witnesseth that the said A B and C his wife as well for and in consideration of one dollar lawful money unto them in hand well and truly paid by the said D E and F G at the time of the execution hereof the receipt whereof is hereby acknowledged as also for divers other good and valuable causes and considerations them thereunto especially moving have and by these presents do grant bargain and sell alien enfeof release and confirm assign transfer and set over unto the said D E and F G their heirs executors administrators and assigns all and singular the messuages lots of ground lands tenements hereditaments and real estate and all and singular the monies Jewells plate goods chattels and effects of what nature or kind soever which she the said C B is now seised or possessed of or entitled unto or which the said A B in her right is seised or possessed of or entitled unto by force and virtue of the above recited last wills and testaments of the said H I and J K respectively or by descent or otherwise from her mother the said L M and also all debts legacies and choses in action of what nature or kind soever which she the said C or the said A in right of the said C is entitled to by virtue of the wills and descent aforesaid together with all and singular the rights liberties privileges immunities hereditaments and appurtenances whatsoever to the same belonging and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of the said A B and C his wife and of each of them either in law or equity of in to and out of the same To have and to hold receive and take all and singular the said premises hereby granted bargained sold and assigned with the appurtenances unto the said D E and F G their heirs executors administrators and assigns to their own proper use and behoof for ever Upon this special trust and confidence and to the end intent and purpose that they the said trustees and the survivor of them and the heirs executors administrators and assigns of such survivor shall be and stand seised and possessed of all and singular the premises hereby granted and assigned to and for the sole and separate use benefit and behoof of the said C B her heirs and assigns for ever in as full and ample a manner as if she were sole and unmarried and shall receive the rents issues and profits of the said real estate and pay over the same to the said C B or to her order in writing who shall notwithstanding her coverture receive and dispose of the same to and for her sole and separate use without the intervention or control of her husband or of any person or persons claim-

ing under him or in his right and without being subject or liable in any way or manner whatever to her husband's debts contracts or engagements And upon this further trust and confidence that the said C B notwithstanding her coverture and whether she be covert or sole shall have full power to dispose of all or any part of the said premises hereby granted and assigned by gift grant deed or writing in the nature of a will to such person or persons and for such estate and estates as she may think proper And the said trustees and the survivor of them and the heirs or assigns of such survivor shall and will do and execute all such acts matters and things in deed or in law as may be necessary to carry into effect such dispositions so as aforesaid to be made by the said C B by virtue hereof And the said A B for himself his heirs executors and administrators doth hereby covenant promise grant and agree to and with the said D E and F G their heirs executors and administrators that it shall and may be lawful to and for the said D E and F G and the survivor of them and the heirs executors or administrators of such survivor to commence and prosecute to final effect one or more actions or suits for the recovery of the debts legacies and choses in action hereby assigned and for that purpose to use the name of the said A B and C his wife or either of them as occasion may require and that he or they shall not and will not in any manner withdraw release discontinue or directly or indirectly impede the progress of the said suit or suits and that he the said A B shall and will ratify and confirm all dispositions to be made by the said C B by virtue hereof by deed grant or writing in nature of a will or otherwise howsoever In witness &c.*

* This form was suggested and approved by the Counsel of the wife,—but I think it might have been improved by a more definite disposition of the personal property, including the proceeds of the debts, legacies, and choses in action, when recovered; and by extending to the Trustees, in addition to the authority to bring actions for the recovery of the debts, legacies, &c. the power to join with the other persons interested in the undivided real estate in agreeing upon and making partition thereof, or for that purpose to bring actions, or to receive summons in partition, in any court of competent jurisdiction, and to enter into agreements, and to give and accept all notices, &c. and to do all acts needful and necessary to complete such proceedings.

It may be proper to observe that Deeds of Trust, as well as other conveyances, must be proved or acknowledged—and where the estate of a *femme covert* is intended to be passed, an acknowledgment and separate examination before the proper officer is indispensable to effect that object:—and that Deeds of conveyance, made in pursuance and execution of powers of appointment, must refer to the instruments in which such powers are reserved, and should state expressly, that they are made in pursuance and by virtue of such powers.

Deed of Release of Groundrent, which had been reserved to the uses of a Marriage Settlement, made in pursuance of a proviso in the Groundrent Deed. The Release by Attorney duly authorized.

This Indenture made the — day of — in the year of our Lord &c between A B and C D of the county of — in the State of New York Esquires by E F of the city of Philadelphia in the State of Pennsylvania merchant their attorney duly constituted with full power by letter of attorney under the hands and seals of the said A B and C D duly executed bearing date the tenth day of January one thousand eight hundred and twenty-eight and recorded at Philadelphia in letter of attorney book &c of the one part and G H of the city of Philadelphia aforesaid merchant of the other part Whereas the said A B and C D by their said attorney by indenture bearing date the fourth day of June Anno Domini 1828 did grant convey and assure unto J K of the said city of Philadelphia merchant and to his heirs and assigns a certain lot or piece of ground situate &c (describing the lot) together with the appurtenances to hold to him the said J K his heirs and assigns for ever Yielding and paying therefor and thereout unto the said A B and C D their heirs and assigns to and for the same and like uses that are mentioned and expressed in certain agreements and settlements in consideration of marriage between the said E F and Mary his wife the yearly rent or sum of two hundred dollars lawful money of the United States of America in two even and equal half yearly portions on the first day of the months of January and July in each and every year thereafter for ever free and clear of and from all deductions or abatements for or on account of any taxes charges or assessments whatsoever In which said recited indenture is contained a proviso that if the said J K his heirs or assigns should at any time within the space or term of seven years from the date thereof well and truly pay unto the said A B and C D their heirs or assigns for the uses of the settlement and marriage contract aforesaid the sum of three thousand three hundred and thirty-three dollars and thirty-three cents lawful money aforesaid over and besides the said yearly rent thereby reserved in the mean time accruing then and immediately from and after such payment the said yearly rent thereby reserved should cease and become extinct for ever and that they the said A B and C D their heirs or assigns should immediately thereafter well and sufficiently extinguish the said yearly rent accordingly and grant and release all their estate and interest in the said lot or piece of ground with the appurtenances unto the said J K his heirs and assigns for ever as in and by the said recited indenture recorded at Philadel-

phia in deed book G W R No — page — &c relation being thereunto had may more fully and at large appear And whereas the said J K and L his wife in and by a certain indenture bearing date the tenth day of March Anno Domini one thousand eight hundred and twenty-nine granted conveyed and assured the above described lot or piece of ground with the messuage thereon erected and other the appurtenances unto the aforesaid G H party hereto his heirs and assigns for ever subject to the aforesaid yearly groundrent as in and by the said last recited indenture recorded at Philadelphia in deed book G W R No — page — relation being thereunto had may more fully and at large appear Now this indenture witnesseth that the said A B and C D by their attorney in fact the said E F duly constituted as aforesaid for and in consideration of the sum of — being the extinction money aforesaid besides the arrears of the said groundrent accrued to the date hereof unto them for the uses of the settlement and marriage agreement aforesaid well and truly paid by the said G H at or before the sealing and delivery hereof the receipt whereof is hereby acknowledged have remised released and for ever quit-claimed and extinguished and by these presents in pursuance of the proviso contained in the said first above recited indenture do remise release and for ever quit-claim and extinguish unto the said G H his heirs and assigns for ever All that the aforesaid yearly rent charge or groundrent of two hundred dollars charged upon and issuing and payable for and out of the above described lot or piece of ground with the appurtenances and all the ways means and remedies for the recovery thereof and all the rights and incidents thereunto belonging And the said A B and C D by their said attorney for the consideration aforesaid have and by these presents do grant bargain sell release and confirm unto the said G H his heirs and assigns all that the above described lot or piece of ground together with the appurtenances and the reversions and remainders thereof and all the estate right title interest trust property claim and demand whatsoever of them the said A B and C D either in law or equity of in and to the same To have and to hold the said described lot or piece of ground hereditaments and premises hereby granted released and confirmed with the appurtenances unto the said G H his heirs and assigns to and for his and their only proper use and behoof for ever so that they the said A B and C D and their heirs respectively or any or either of them or any other person or persons lawfully claiming or to claim by from or under them or any or either of them shall not at any time hereafter have claim challenge or demand any right of entry rent or rent charge or any estate right title or interest of in to or out of the above described lot or piece of ground or any part or parcel thereof with the appurtenances but of and from all such

claims and demands shall be utterly excluded and barred for ever by virtue of these presents In witness &c*

Another Release of Groundrent.

This Indenture made &c between A B of the city of Philadelphia merchant and Ann his wife of the one part and C D of the said city carpenter of the other part Whereas the said A B in and by a certain indenture bearing date the — day of — granted and conveyed unto the said C D his heirs and assigns all that certain lot or piece of ground situate &c together with the appurtenances to hold to him the said C D his heirs and assigns for ever Yielding and paying therefor and thereout unto the said A B his heirs and assigns the yearly rent or sum of fifty dollars lawful silver money of the United States of America in two even and equal half yearly portions on the first day of January and July in each and every year thereafter for ever free and clear of and from all deductions or abatements for or on account of any taxes charges or assessments whatsoever as in and by the said recited indenture recorded at Philadelphia in deed book &c fully appears Now this indenture witnesseth that the said A B and Ann his wife for and in consideration of the sum of eight hundred dollars lawful money of the United States unto them in hand well and truly paid by the said C D at the time of the execution hereof the receipt whereof is hereby acknowledged have and by these presents do grant bargain sell remise release and for ever quit-claim and extinguish unto the said C D his heirs and assigns all that the aforesaid yearly rent charge or groundrent of fifty dollars lawful silver money aforesaid charged and chargeable upon and issuing and payable for and out of the above described lot or piece of ground with the appurtenances and all right and power of entry and distress and of re-entry and all other the ways means and remedies for the recovery thereof and all and singular the rights incidents and appurtenances whatsoever thereunto belonging and the reversions and remainders thereof and all the estate right title interest property claim and demand whatsoever of him the said A B and Ann his wife either in law or equity as well of in and to the said yearly rent charge or groundrent hereby granted released and extinguished as also of in and to the above described lot or piece of ground with the appurtenances for and out of which the same rent is issuing and payable To have and

* This Deed should be executed by the Attorney in the names of his constituents, and should have affixed as well his seal as also the seals of his constituents—thus:

A B (seal)
C D (seal)
By their Attorney in fact
E F (seal)

See the Form of Acknowledgment for this Deed under the head of Acknowledgments, &c.

to hold the said yearly rent charge or groundrent of fifty dollars and all other the premises hereby granted released and extinguished with the rights remedies incidents and appurtenances unto the said C D his heirs and assigns to and for the only proper use and behoof of him the said C D his heirs and assigns for ever And the said A B for himself and his heirs all the aforesaid yearly rent charge or groundrent of fifty dollars and all other the premises hereby granted released and extinguished with the rights remedies incidents and appurtenances unto the said C D his heirs and assigns against himself the said A B and his heirs and against all and every other person and persons whomsoever lawfully claiming or to claim by from or under him them or any of them shall and will warrant and for ever defend by these presents In witness whereof &c

If it be desired that the Release be endorsed upon the Groundrent Deed, it may be made shorter; because, in such case, the Groundrent Deed need not be recited.

The last preceding form is presented on two accounts. First, because it often happens that it must *necessarily* be drawn on a separate paper or parchment; and secondly, because, with but a very slight alteration, it may be adapted to the circumstance of a sale of the groundrent. This may be effected by *omitting* the words "extinguish" or "extinguished," wherever they occur, and substituting, in their places, the words "assign" and "assigned."—The words of the grant, in the case of a sale, being "have and by these presents do grant "bargain and sell assign transfer and set over release convey "and confirm." In all other respects the form is well adapted to a conveyance of the groundrent to a purchaser.

Deed of Apportionment of a large Groundrent, issuing out of a large lot of ground.

This Indenture made the — day of — in the year of our Lord 1830 between A B of the city of Philadelphia merchant and C his wife of the one part and D E of the said city house-carpenter of the other part Whereas the said A B and C his wife in and by a certain indenture bearing date the — day of — one thousand eight hundred and twenty-five did grant and convey unto the said D E his heirs and assigns all that certain large lot or piece of ground situate &c together with the appurtenances to hold to him the said D E his heirs and assigns for ever Yielding and paying therefor and thereout unto the said A B his heirs and assigns the yearly rent or sum of four hundred dollars lawful silver money of the United States of America in equal half yearly portions on the first day of the months of April and October in each and every year thereafter for ever free and clear of and from all deductions or abatements for or on account of any taxes charges or assess-

ments whatsoever as in and by the said recited indenture recorded at Philadelphia in deed book — fully appears And whereas the said D E having found by experience that it is greatly detrimental and injurious to his interest that each and every part of the above described large lot of ground should be subject and liable to the payment of the whole of the aforesaid yearly groundrent of four hundred dollars hath besought and requested the said A B to apportion the said yearly groundrent and to sever the same and fix the same in several parts to arise respectively out of the several parts and parcels of the said large lot of ground as herein after is mentioned and expressed Now this indenture witnesseth that the said A B and C his wife in compliance with the said request of the said D E and in consideration thereof and of one dollar lawful money to them in hand well and truly paid by the said D E at the time of the execution hereof the receipt whereof is hereby acknowledged have and by these presents do covenant promise grant and agree to and with the said D E his heirs and assigns that the whole of the said yearly groundrent of four hundred dollars aforesaid shall from and after the date of these presents be and stand severed and apportioned and that the herein after described lots of ground parts and parcels of the above described large lot shall separately be liable only for such part of the said whole groundrent as herein after is mentioned that is to say that the yearly rent of one hundred dollars lawful silver money aforesaid payable in equal half yearly portions on the first day of the months of April and October in each and every year hereafter for ever free and clear of and from all deductions or abatements for or on account of any taxes charges or assessments whatsoever and no more shall be charged demanded and received for and out of all that lot or piece of ground part and parcel of the above described large lot situate &c (describing it) with the appurtenances as and for its full proportion of and towards the said whole yearly groundrent of four hundred dollars reserved out of the whole of the said large lot of ground as aforesaid that the yearly rent of one hundred dollars lawful silver money aforesaid payable in equal half yearly portions on the first day of the months of April and October in each and every year hereafter for ever free and clear of and from all deductions and abatements for or on account of any taxes charges or assessments whatsoever and no more shall be charged demanded and received for and out of all that lot or piece of ground other part and parcel of the above described large lot situate &c (describing it) with the appurtenances as and for its full proportion of and towards the said whole yearly groundrent of four hundred dollars reserved out of the whole of the said large lot of ground as aforesaid That the yearly rent of one

hundred dollars lawful silver money aforesaid payable in equal half yearly portions on the first day of the months of April and October in each and every year hereafter for ever free and clear of and from all deductions or abatements for or on account of any taxes charges or assessments whatsoever and no more shall be charged demanded and received for and out of all that lot or piece of ground other part and parcel of the above described large lot situate &c (describing it) with the appurtenances as and for its full proportion of and towards the said whole yearly groundrent of four hundred dollars reserved out of the whole of the said large lot of ground as aforesaid and that the yearly rent of one hundred dollars lawful silver money aforesaid payable in equal half yearly portions on the first day of the months of April and October in each and every year hereafter for ever free and clear of and from all deductions and abatements for or on account of any taxes charges or assessments whatsoever and no more shall be charged demanded and received for and out of all that lot or piece of ground other part and parcel and the residue of the above described large lot situate &c (describing it) with the appurtenances as and for its full proportion of and towards the said whole yearly groundrent of four hundred dollars reserved out of the whole of the said large lot as aforesaid So that he the said A B his heirs or assigns shall not at any time hereafter for ever have claim challenge or demand any right of entry distress or re-entry or any other right whatever of in or to either of the aforesaid last described four lots or pieces of ground other than merely and solely for its own several and particular apportioned yearly rent aforesaid any thing in the said herein above recited indenture from the said A B and C his wife to the said D E contained to the contrary thereof in any wise notwithstanding the first half yearly payment of the said four several apportioned yearly rents respectively to be made on the first day of April next ensuing the date hereof And it is hereby mutually covenanted and agreed by and between the said parties to these presents that if default be made in the payment of any or either of the said four several apportioned yearly rents on the days and times in each and every year whereon the same respectively ought to be paid as aforesaid then it shall be lawful for the said A B his heirs or assigns with respect to the lot and lots of ground last above described to and among which the whole yearly ground-rent aforesaid is apportioned in manner aforesaid whose several particular and apportioned yearly rent aforesaid shall be behind and unpaid to enter into and upon such lot and lots and the buildings thereon to be erected or any part thereof and levy the said apportioned rent in arrear with costs and charges by distress and sale of the goods and chattels there found in manner and form that rents now are or hereafter shall be by law recovera-

ble and if distress sufficient to satisfy such apportioned yearly rent in arrear and the costs and charges of levying the same cannot be found and taken in and upon the said lot or lots for and out of which the said apportioned yearly rent in arrear is hereby charged to be paid and to issue as aforesaid then it shall be lawful for the said A B his heirs or assigns into and upon such lot or lots and the buildings thereon to be erected or any part thereof to re-enter and the same to have again re-possess and enjoy as in his and their first and former estate and title in the same. And the said D E for himself his heirs executors and administrators doth hereby covenant promise grant and agree to and with the said A B his heirs and assigns that he the said D E his heirs or assigns shall and will from time to time and at all times hereafter well and truly pay or cause to be paid unto the said A B his heirs or assigns all the said four several apportioned yearly rents aforesaid when and as the same shall respectively from time to time grow due and payable as aforesaid according to the true intent and meaning of these presents and that free and clear of and from all deductions or abatements for or on account of any taxes charges or assessments whatsoever it being the express agreement of the said parties that he the said D E his heirs and assigns shall over and besides the said four several apportioned yearly rents aforesaid well and truly pay and discharge all and singular the taxes charges rates impositions and assessments whatsoever which by virtue of any law or ordinance now in existence or hereafter to be made now are and shall and may be laid imposed or assessed either on or for the said four last above described lots or pieces of ground and the buildings thereon to be erected or on or for the said four several apportioned yearly rents hereby charged to be thereout respectively issuing as aforesaid without any allowance to be made for the same. Provided always nevertheless and the said A B for himself his heirs executors administrators and assigns doth covenant promise grant and agree to and with the said D E his heirs and assigns by these presents that if the said D E his heirs executors administrators or assigns shall and do at any time within the space of seven years from and next after the first day of April next ensuing the date hereof well and truly pay or make legal tender to pay to the said A B his heirs or assigns the just and full sum of one thousand six hundred and sixty-six dollars and sixty-seven cents lawful money aforesaid for any one of the said four several apportioned yearly rents aforesaid over and besides all arrearages of such apportioned yearly rent in the mean time to accrue or at and after the same rate for all and every or any of the said four several apportioned yearly rents then and immediately upon such payment or legal tender so made such one or more or all and every of the said four several apportioned yearly

rents that the said D E his heirs or assigns shall desire to have extinguished shall cease and determine and the covenant for payment thereof so far as respects the apportioned rent or rents intended to be extinguished shall be void and of none effect and thereupon the said A B his heirs or assigns shall and will by some proper deed or assurance in the law grant release and extinguish such one or more or all and every of the said four several apportioned yearly rents as it may be desired by the said D E his heirs or assigns to have extinguished and all his and their right claim interest and demand in or to the said lot or lots of ground for and out of which the said rent or rents intended to be extinguished has or have been apportioned to be payable as aforesaid with the appurtenances unto the said D E his heirs and assigns for ever any thing herein before or in the said herein above recited indenture from the said A B and C his wife to the said D E contained to the contrary thereof in any wise notwithstanding

In witness whereof &c

(To be executed, with a counterpart, by all the parties.)

Groundrent Deed.

This Indenture made the — day of — in the year of our Lord one thousand eight hundred and thirty between A B of the city of Philadelphia in the State of Pennsylvania gentleman and Mary his wife of the one part and C D of the said city house carpenter of the other part Witnesseth that the said A B and Mary his wife as well for and in consideration of the sum of one dollar lawful money unto them at or before the sealing and delivery hereof by the said C D well and truly paid the receipt whereof is hereby acknowledged as of the payment of the yearly rent and taxes and performance of the covenants and agreements herein after mentioned which on the part of the said C D his heirs and assigns is and are to be paid and performed have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said C D his heirs and assigns all that certain lot or piece of ground situate &c (here describe the property) [being part and parcel of a large lot of ground which E F of the said city Esquire and Ann his wife by indenture bearing date the — day of — in the year of our Lord one thousand eight hundred and twenty-five recorded in the office for recording of deeds in and for the city and county of Philadelphia in deed book G W R No — page — &c granted and conveyed unto the said A B in fee] Together with the free use and privilege of the aforesaid three feet wide alley leading from the north end of the said hereby granted lot of ground into — street aforesaid and of ingress egress and regress into upon through along

and out of the same alley at all times hereafter for ever in common with the said A B his heirs and assigns owners tenants and occupiers of the other lots of ground bounding thereon Also the free and uninterrupted right liberty and privilege of a water course in upon and through the said alley from the said hereby granted lot of ground into — street aforesaid and also to lay in the said alley pipes of conduit and therein to introduce the Schuylkill water from the main pipe laid in the said — street into the said hereby granted premises and to maintain and keep and from time to time to repair and renew the said pipes of conduit in and throughout the said alley as often as need be or occasion shall require without any molestation or interruption whatsoever And together with all and singular the buildings ways streets alleys passages waters water courses rights liberties privileges hereditaments and appurtenances whatsoever unto the said hereby granted premises belonging or in any wise appertaining and the reversions and remainders thereof To have and to hold the said described lot or piece of ground hereditaments and premises hereby granted with the appurtenances unto the said C D his heirs and assigns to the only proper use and behoof of the said C D his heirs and assigns for ever Yielding and paying therefor and thereout unto the said A B his heirs and assigns the yearly rent or sum of sixty dollars lawful silver money of the United States of America each dollar weighing seventeen pennyweights and six grains at least in two equal half yearly payments on the first day of the months of January and July in every year hereafter for ever without any deduction defalcation or abatement for or on account of any taxes charges or assessments whatsoever to be assessed either on and for the said hereby granted lot and the buildings thereon erected or to be erected or on and for the said yearly rent hereby and thereout reserved the first half yearly payment thereof to be made on the first day of July one thousand eight hundred and thirty-one And on default of paying the said yearly rent on the days or times and in manner aforesaid it shall and may be lawful for the said A B his heirs and assigns into and upon the said hereby granted premises or any part thereof and into the buildings thereon erected or to be erected to enter and levy the rent arrear with costs and charges by distress and sale of the goods and chattels there found in manner and form that rents now are or hereafter shall be by law recoverable But if sufficient distress cannot be found and taken upon the said hereby granted premises to satisfy the said yearly rent in arrear and the costs and charges of levying the same then and in such case it shall and may be lawful for the said A B his heirs and assigns into and upon the said hereby granted lot and all improvements thereon wholly to re-enter and the same to have again repossess and enjoy as in his and their first and former estate and title in the same and as though this

indenture had never been made And the said C D for himself his heirs executors administrators and assigns doth covenant promise and agree to and with the said A B his heirs and assigns by these presents that he the said C D his heirs and assigns shall and will well and truly pay or cause to be paid to the said A B his heirs and assigns the aforesaid yearly rent or sum of sixty dollars lawful silver money aforesaid on the days and times in each and every year for ever herein before mentioned and appointed for payment thereof without any deduction defalcation or abatement for or on account of any taxes charges or assessments whatsoever it being the express agreement of the said parties that the said C D his heirs and assigns shall over and besides the said yearly rent hereby reserved pay all taxes whatsoever that shall hereafter be laid levied or assessed by virtue of any laws whatever as well on the said hereby granted lot and buildings thereon erected or to be erected as on the said yearly rent now charged thereon without any allowance to be made for the same Also that he the said C D his heirs or assigns shall and will within twelve months from the date hereof erect build and finish upon the said hereby granted lot one good substantial brick dwelling house of sufficient value to secure the said yearly rent hereby reserved* Provided always nevertheless That if the said C D his heirs or assigns shall and do at any time within seven years from the date hereof pay or cause to be paid to the said A B his heirs or assigns the just and full sum of one thousand dollars lawful money aforesaid and the arrearages of the said yearly rent to the time of such payment then the said yearly rent hereby reserved shall for ever thereafter cease and be extinguished and the covenant for payment thereof shall become void and then he the said A B his heirs or assigns shall and will at the proper costs and charges in the law of the said C D his heirs or assigns by some proper deed or assurance in the law to be well and sufficiently executed and acknowledged grant release and extinguish the said yearly rent hereby reserved and all his and their estate and interest in and to the said lot of ground hereby granted with the appurtenances unto the said C D his heirs and assigns for ever any thing herein before contained to the contrary thereof notwithstanding And the said A B for himself his heirs executors and administrators doth covenant promise and agree to and with the said C D his heirs and assigns by these presents that he the

* If it be intended that the groundrent be irredeemable, then this proviso must be omitted—so also, if the tenant is not to be bound to improve, the covenant to build must also be omitted.

There must be a counterpart of this deed; and both the deed and its counterpart must be executed and acknowledged by all the parties to it. See the form of acknowledgment for husband and wife, under the head of acknowledgments, &c. which is suitably adapted to this deed; to which add the insertion of the name of the tenant.

said C D his heirs and assigns paying the said yearly rent and taxes or extinguishing the said rent by purchase and performing the covenants and agreements aforesaid shall and may at all times hereafter for ever freely peaceably and quietly have hold and enjoy all and singular the premises hereby granted with the appurtenances and receive and take the rents issues and profits thereof without any molestation interruption or eviction of him the said A B or his heirs or of any other person or persons whomsoever lawfully claiming or to claim by from or under him them or any of them or by or with his their or any of their act means consent or procurement In witness whereof the said parties have interchangeably set their hands and seals hereunto Dated the day and year first above written

Sealed and delivered in the }
presence of us }

Form of a Conveyance, in which part of the purchase money, to be secured by a mortgage, is expressly charged, in the conveyance, upon the bargained property.

This Indenture made &c between A B of the city of Philadelphia Esquire and C his wife of the one part and D E of the said city carpenter of the other part witnesseth that the said A B and C his wife as well for and in consideration of the sum of one thousand dollars lawful money of the United States (part of the purchase money) unto them in hand well and truly paid by the said D E at or before the sealing and delivery hereof the receipt whereof is hereby acknowledged as also in consideration of the further sum of two thousand dollars like money (the residue of the purchase money) to be secured to be paid with interest by a mortgage of the lot or piece of ground herein after described to be made and given by the said D E to the said A B and to be executed by the said D E at the instant next after the execution of this indenture and forthwith acknowledged and recorded have granted bargained and sold aliened enfeoffed released and confirmed and by these presents they the said A B and C his wife do grant bargain and sell alien enfeoff release and confirm unto the said D E his heirs and assigns subject to the said mortgage to be executed as aforesaid All that certain lot or piece of ground situate &c together also with all and singular the ways alleys passages waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of him the said A B and C his wife either in law or equity of in and to the same To have and to hold the said described lot or piece of ground hereditaments and premises hereby granted with the appurte-

nances unto the said D E his heirs and assigns to and for the only proper use and behoof of him the said D E his heirs and assigns for ever subject nevertheless to and hereby expressly charged and made chargeable with the payment of the aforesaid principal sum of two thousand dollars and the interest to accrue thereon to be secured by the said mortgage to be executed by the said D E and acknowledged and recorded as aforesaid And the said A B for himself his heirs executors and administrators doth covenant grant and agree to and with the said D E his heirs and assigns by these presents that he the said A B and his heirs the said described lot or piece of ground hereditaments and premises hereby granted with the appurtenances unto the said D E his heirs and assigns subject and charged as aforesaid against himself the said A B and his heirs and against all and every other person and persons whomsoever lawfully claiming or to claim by from or under him them or any of them shall and will warrant and for ever defend by these presents. In witness &c

Release of Dower, by Husband and Wife, the Husband having previously sold and conveyed to the purchaser.

To all to whom these presents shall come A B of — in the State of New York yeoman and C his wife send greeting Whereas the said A B by indenture bearing date the seventh day of March last past for the consideration therein mentioned hath granted bargained sold aliened enfeoffed released and confirmed unto D E of the city of Philadelphia hatter his heirs and assigns all that certain messuage and lot or piece of ground situate &c together with the appurtenances to hold to him the said D E his heirs and assigns for ever And whereas it was the intent of the said parties at the time of the contract for the bargain and sale of the said premises to the said D E that the said C the wife of the said A B should be barred of her right of dower of and in the premises in case she should survive her said husband but she not being at the city of Philadelphia at the time could not be made a party to the said indenture but is nevertheless willing and desirous to carry the said contract into execution Now therefore know ye that the said A B and C his wife for and in consideration of the premises above set forth and of the further sum of one dollar to them in hand paid at the time of the execution hereof the receipt whereof is hereby acknowledged have remised released and for ever quit-claimed and by these presents do remise release and for ever quit-claim unto the said D E his heirs and assigns for ever all and all manner of dower and right and title and claim of dower whatsoever of in and to the said messuage and lot or piece of ground with the appurtenances which may accrue to her the said C by the death of her said husband

in her lifetime so that he the said D E his heirs and assigns shall and may have hold and enjoy the said messuage and lot or piece of ground and premises with the appurtenances and every part and parcel thereof for ever freely and clearly exonerated and discharged from the said right title and claim of dower as fully as if she the said C had been a party to the said above recited indenture and had executed and in due form of law acknowledged the same and so that neither she the said C nor any person or persons for her or in her name any manner of dower or writ or action of dower or any other right title claim or demand of in or to the said premises or any part thereof at any time hereafter shall or may have claim challenge demand or prosecute against the said D E his heirs and assigns or any of them but of and from the same shall be utterly barred and for ever excluded by these presents In witness whereof the said A B and C his wife have hereunto set their hands and seals the — day of — &c

Deed from a Corporation, and proof of its Execution.

This Indenture made the — day of — in the year of our Lord &c between the corporation by the name style and title of "The President Directors and Company of the Bank of the "United States" of the one part and A B of the city of Philadelphia in the State of Pennsylvania gentleman of the other part Witnesseth that the said The president directors and company of the bank of the United States for and in consideration of the sum of — lawful money of the United States unto them in hand well and truly paid by the said A B at the time of the execution hereof the receipt whereof is hereby acknowledged have granted bargained and sold aliened enfeoffed released and confirmed and by these presents do grant bargain and sell alien enfeoff release and confirm unto the said A B and to his heirs and assigns All that certain brick messuage or tenement and lot or piece of ground thereunto belonging situate on the south side of — street between the Front and Second streets from Delaware in the city of Philadelphia aforesaid containing in front or breadth on the said — street — feet and in length or depth — feet bounded &c [being the same premises which C D of the said city merchant in and by a certain indenture bearing date the — day of — one thousand eight hundred and twenty recorded at Philadelphia in deed book — No — page — &c granted and conveyed unto E F of the said city merchant in fee and which G H Esq High Sheriff of the city and county of Philadelphia did seize and take in execution as the estate of the said E F by virtue of legal process issued out of the district court in and for the city and county of Philadelphia at the suit of J K and which the said Sheriff did sell and by deed-poll under his hand and

seal duly executed bearing date the — day of — one thousand eight hundred and twenty-five acknowledged in open district court aforesaid and entered amongst the records of the said court in Sheriff's deed book C page &c did grant convey and confirm unto the said The president directors and company of the bank of the United States their successors and assigns for ever] Together also with all and singular the buildings improvements ways alleys passages waters water courses rights liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders rents issues and profits thereof and all the estate right title interest property claim and demand whatsoever of them the said The president directors and company of the bank of the United States either in law or equity of in and to the same To have and to hold the said messuage or tenement and lot or piece of ground above described hereditaments and premises hereby granted bargained and sold or mentioned or intended so to be with the appurtenances unto the said A B his heirs and assigns to and for the only proper use and behoof of him the said A B his heirs and assigns for ever And the said The president directors and company of the bank of the United States for themselves and their successors do hereby covenant grant and agree to and with the said A B his heirs and assigns that they the said The president directors and company of the bank of the United States and their successors all and singular the said hereby granted premises with the appurtenances unto the said A B his heirs and assigns against them the said The president directors and company of the bank of the United States and their successors and against all and every other person and persons whomsoever lawfully claiming or to claim by from or under them or any or either of them shall and will warrant and for ever defend by these presents In testimony whereof the said The president directors and company of the bank of the United States have hereunto affixed the common seal of their said corporation at Philadelphia the day and year first above written

Quod attestor
N B President

{ SEAL OF THE }
{ CORPORATION. }

Received the day of the date of the above written indenture of the above named A B the sum of — being the full consideration money above mentioned for the president directors and company of the bank of the United States.

Witnesses present

Wm J M *Cashier*

City of Philadelphia, ss.

Be it remembered that on the — day of — in the year of our Lord one thousand eight hundred and thirty before me B W R Esquire mayor of the said city personally appeared N B Esquire president of the above named corporation and

being duly sworn deposeth and saith that he was personally present at the execution of the above written indenture or deed of conveyance and saw the common seal of the said corporation of the president directors and company of the bank of the United States duly affixed thereto and that the seal so affixed thereto is the common and corporate seal of the said The president directors and company of the bank of the United States and that the above written indenture or deed of conveyance was duly sealed and delivered by and as and for the act and deed of the said The president directors and company of the bank of the United States for the uses and purposes therein mentioned and that the name of this deponent subscribed to the said deed as president of the said corporation in attestation of the due execution and delivery of the said deed is of this deponent's own proper and respective handwriting* N B

Sworn and subscribed the day and }
 year aforesaid before me witness }
 my hand and seal }

B W R Mayor (L. s.)

Release under the Mechanic's Lien Law.

Know all men that we the subscribers for and in consideration of the sum of one dollar a piece lawful money to us in hand paid by J M of the city of Philadelphia merchant the receipt whereof is hereby acknowledged and also for divers other good and valuable causes and considerations us thereunto moving have and each and every of us hath remised released and forever quit-claimed and by these presents for ourselves severally and for our several and respective heirs executors administrators partners and assigns do and each and every of us doth remise release and forever quit-claim unto the said J M his heirs executors administrators and assigns all and all manner of action and actions suit and suits debts dues duties reckonings accounts sum and sums of money liens claims damages and demands whatsoever which against the said J M or against a certain three story brick

* A Corporation is an imaginary being; a creature of law, which cannot act otherwise than as prescribed by law. Its Deeds are authenticated by its common seal, and that seal must be proved. It is one of those public matters of which individuals are bound to take notice. It is not necessary that the affixing of the seal must be proved by a witness who was present and saw it done.—But the seal itself, that is, the impression must be proved by some person who knows the device, motto, &c. Per Chf. Justice Tilghman in the case of *Leazure v. Hillegas*, 7 Serg. & Rawle, p. 513. See also 10 Johns. R. 381, and *Peak's Law of Evidence*, 48 note and 72.

In grants made to Corporations, the word "Successors," must be used instead of "heirs," when it is intended to pass a fee simple.

house and two story kitchen and wash-house and other the buildings and improvements erected built and made upon his lot of ground situate &c or any part or parcel thereof we or any or either of us ever had now have or which we or any or either of us our or any or either of our heirs executors administrators partners or assigns shall or may have claim challenge or demand for or by reason of any work workmanship or labor done or materials of any kind found and provided or furnished for or in the erecting and constructing of the said house kitchen wash-house and other buildings and improvements aforesaid or any part thereof or for or by reason of any act matter cause or thing whatsoever thereto in any wise relating In witness whereof we have hereunto set our hands and seals &c.

Another form of Release of Mechanic's Liens, where the personal liability of the owner is accepted instead of the Liens.

Know all men that we the subscribers in consideration of one dollar a piece to us in hand paid by J M of the city of Philadelphia merchant at the time of the execution hereof the receipt whereof is hereby acknowledged and for other good and valuable causes and considerations us thereunto moving have and hereby do for ourselves our heirs executors administrators partners and assigns respectively remise release and for ever quit-claim unto the said J M his heirs executors administrators and assigns all and all manner of actions suits liens claims right estate title interest and demand whatsoever which we respectively have or may or can have in any way in to or against a certain three storied brick house &c (describing the situation) more especially by virtue of the law or laws of Pennsylvania passed for securing to mechanics and others payment for their work and for the labor and materials found and provided or furnished for or in the erecting and constructing of any house or other building within the said city &c we being content to rely on the personal responsibility of the said J M for any claim or claims that we respectively have In witness whereof &c

Release from the Lien of Judgments endorsed on the Deed conveying the property bound thereby to a purchaser.

Whereas there are certain judgments confessed and entered or being on the docket of the supreme court for the eastern district of Pennsylvania in favour of A B against C D which judgments are liens on and do bind the real estate holden by the said C D at the time they were confessed or entered And whereas the property described and conveyed in and by the within written indenture was holden by the said C D at the time when the said judgments were confessed or entered and

the said A B is desirous of discharging the said property within described from all lien or obligation from the said judgments arising Now it is hereby witnessed that the said A B at the instance of the grantors within named and in consideration of one dollar to him paid by E F the grantee within named at the time of the execution hereof the receipt whereof is hereby acknowledged hath granted released and confirmed quit-claimed and for ever discharged and by these presents doth grant release and confirm quit-claim and for ever discharge unto the said E F his heirs and assigns all and all manner of lien obligation right title interest property claim and demand whatsoever which he the said A B hath or may have by reason of the said judgments or any other judgments in his favour against the said C D on in or to the property lands tenements and hereditaments in the within written indenture described set forth and granted In witness whereof the said A B hath hereunto set his hand and seal the — day of — &c.

Another Release from the Lien of a Judgment.

Whereas J D of the city of Philadelphia has obtained a judgment in the district court for the city and county of Philadelphia against A C of the city of Philadelphia carpenter for the sum of eight hundred dollars besides costs which judgment now remains a lien on all the real estate of the said A C within the city and county aforesaid And whereas the said A C hath requested that all those brick messuages or tenements and lot and lots of ground situate &c (conveyed to him by E F and wife) should be exonerated and discharged from the lien and operation of the judgment aforesaid Now know ye that the said J D favouring the request of the said A C and in consideration of one dollar lawful money unto him at the execution hereof by the said A C well and truly paid the receipt whereof is hereby acknowledged hath and hereby doth exonerate and discharge the above described messuages or tenements and lot and lots of ground and premises aforesaid with the appurtenances of and from the lien and obligation of the said judgment and of and from all suits actions process executions costs damages and demands whatsoever for or on account or by reason of the same Provided however that nothing herein contained shall be construed so as to impair the operation of the said judgment against the said A C and his estates other than against the messuages or tenements and lot and lots of ground herein before expressly mentioned and described In witness whereof the said J D hath hereunto set his hand and seal the — day of — &c

Will containing trusts of Legacies, and providing for their increase for the benefit of minor children, &c.

Be it remembered that I A B of the city of Philadelphia in

the State of Pennsylvania merchant being of sound mind and memory do make and ordain this my last will and testament in manner and form following that is to say As for and concerning all my temporal estate I do hereby dispose of the same as followeth viz First I will that my just debts and funeral expences be duly paid and discharged

Item I give and bequeath unto my two brothers C B and D B and the survivor of them and the executors and administrators of such survivor the sum of thirty thousand dollars lawful money of the United States of America to be paid to them within six months after my decease In trust nevertheless that they the said C B and D B or the survivor of them or the executors or administrators of such survivor shall and will as soon as they conveniently can after receiving the said legacy invest the same in good and secure mortgages of real estate bearing interest payable at least half yearly or in city stocks of any or either or all of the cities of New York Philadelphia or Baltimore or in the funded debt of the United States or of any State or in the capital stock of any incorporated bank or banks or other incorporated company or in any or either or all of these modes of investment as they my said trustees in their discretion shall or may think proper and most beneficial and take such mortgages and transfers of stocks and debt and all the evidences and securities thereof to them and in their names as such trustees aforesaid and hold the same in trust for the uses and purposes herein after mentioned and appointed that is to say Upon special trust and confidence that they the said C B and D B or the survivor of them or the executors or administrators of such survivor shall and will from time to time receive and take the interest income dividends and produce of the investments so to be made as aforesaid as the same shall from time to time accrue and grow due and payable and shall and will appropriate and apply so much of the said interest income dividends and produce as shall be necessary for that purpose to the comfortable maintenance support and education of my daughter E B for the first year after my decease and then and thereupon without loss of time to invest the surplus of the said interest income dividends and produce in such like securities as aforesaid which will then become a new and further principal yielding interest and to continue from time to time to receive the interest income dividends and produce of the investments of the said legacy and also of the said increase thereof as the same shall from time to time accrue and grow due and payable and after appropriating and applying so much of the said interest income dividends and produce as shall be necessary for the comfortable maintenance support and education of my said daughter E B for the second year after my decease then again to invest the surplus of the said interest income dividends and produce in

such like securities as aforesaid which will then also become a new and further principal yielding interest and so to continue from time to time to receive the interest income dividends and produce of the investments of the said legacy of thirty thousand dollars and also of the several increases thereof as aforesaid as the same shall from time to time accrue and grow due and payable and after appropriating and applying so much of the said interest income dividends and produce as shall be necessary for the comfortable maintenance support and education of my said daughter E B for the third year after my decease then again to invest the surplus of the said interest income dividends and produce in such like securities as aforesaid which will then also become a new and further principal yielding interest and so to continue on from time to time to receive and apply the interest and income in like manner as aforesaid and from time to time to invest the surplus of the interest and income of the said legacy and of the respective investments aforesaid and of each and every future and successive investment in such like securities as aforesaid yearly and every year until she my said daughter E B shall attain the age of twenty-one years. It being my will and meaning that in each and every year until my said daughter E B shall attain the said age of twenty-one years only so much of the interest and income as shall be necessary for that purpose shall be from time to time applied to her comfortable maintenance support and education and that the surplus of the interest and income shall yearly and every year be invested in manner aforesaid so as to become an annually increasing and accumulating capital fund producing interest so that by the time when my said daughter E B shall have attained the said age of twenty-one years an addition of principal by the annual series of increase herein before directed will have been made to the said original legacy of thirty thousand dollars and from and after my said daughter E shall have attained the said age of twenty-one years then upon this further trust and special confidence that they the said C B and D B or the survivor of them or the executors or administrators of such survivor shall and will from time to time receive and take the interest and income of the investments of the said legacy of thirty thousand dollars and of each and every of the other investments aforesaid and of all increase thereof as the same shall from time to time accrue and grow due and payable and pay over the same interest and income when and as the same shall from time to time be received into the hands of her my said daughter E from time to time for and during all the term of her natural life to and for her sole and separate use and benefit excluding therefrom any and every husband that she may marry so that the same or any part thereof shall not be in such husband's power or disposal or subject to his intermeddling or control or liable in any way or manner whatever to

his debts contracts or engagements And in case my said daughter E shall marry then her receipts for the said interest and income under her own hand and in her own separate name alone shall notwithstanding her coverture be as good and available in law as if she had been sole and unmarried at the time of signing the same And in case my said daughter E shall marry and afterwards die leaving a husband and child or children to survive her then my said trustees shall and they are hereby directed until such child or children shall respectively attain the age of twenty-one years to pay over to her surviving husband the interest and income of the said legacy and of the several investments and increases aforesaid to be by him applied to the express purpose of maintaining supporting and educating the said child or children of my said daughter E during their respective minorities And in case my said daughter E shall marry and afterwards die without leaving a husband but leaving a child or children to survive her then my said trustees shall and they are hereby directed to apply so much of the interest and income of the said legacy and of the several investments and increase aforesaid as shall from time to time be necessary to the maintenance support and education of such child or children of my said daughter E during their respective minorities and from time to time to invest the surplus of the said interest and income in such like securities aforesaid and in manner aforesaid until such child or children of my said daughter E shall respectively attain the age of twenty-one years And upon this further trust that after the death of my said daughter E and after her child or children shall have respectively attained the age of twenty-one years then my said trustees or the survivor of them or the executors or administrators of such survivor shall and will pay over part and divide the whole of the legacy aforesaid and also the whole of the several investments and increases aforesaid as well principals as interest and income to and among such child or children of my said daughter E if she shall marry and leave any as shall be living at her death part and share alike It being however my further will that if at the time of the death of my said daughter E either of her children shall be dead leaving issue then such issue shall take if one person solely and if several persons in equal parts the share that his her or their parent would have taken if then living provided always nevertheless and it is my further will that if my said daughter E shall die without leaving a child or children to survive her or if leaving a child or children to survive her and such child or children shall all die under the age of twenty-one years and without leaving lawful issue then and in these cases but not otherwise all and every the said legacy and investments and increases aforesaid and all the unapplied interest and income then accrued shall go and be paid by my said trustees to my six sons namely C B, J B, R B,

E B, T B, and W B equally to be divided amongst them part and share alike And if either of my said sons shall be then dead leaving issue such issue shall take if one person solely and if several persons in equal parts the share that his her or their father would have taken if he had been then living

Item I give and bequeath unto my said six sons the said C B, J B, R B, E B, T B, and W B the sum of twenty thousand dollars to each of them provided however and I do hereby order and direct authorize and empower my executors herein after named and the survivors and survivor of them to invest in their names in trust the six several legacies of twenty-thousand dollars each herein last before bequeathed to my said six sons respectively in good and secure mortgages of real estate bearing interest payable at least half yearly or in city stocks of any or either or all of the cities of New York Philadelphia or Baltimore or in the funded debt of the United States or of any State or in the capital stock of any incorporated bank or banks or other incorporate company or in any or either or all of these modes of investment as they my said executors in their discretion shall or may think proper and most beneficial and I will and direct that the whole of the said six several legacies of twenty thousand dollars each so bequeathed to my said six sons respectively and all the investments to be thereof made as aforesaid shall be and be considered and adjudged as one general fund for the purposes herein after mentioned that is to say that my said executors shall from time to time receive and take the interest and income arising therefrom when and as the same shall accrue and grow due and payable and shall and will appropriate and apply so much of the said interest and income as shall be necessary for these purposes to the comfortable maintenance support and education of my said six sons respectively during their respective minorities and until they shall respectively attain the age of twenty-two years and shall and will from time to time invest the surplus of the said interest and income in such like securities as aforesaid and so on from time to time to appropriate and apply and invest as aforesaid until the youngest of my said six sons shall attain the age of twenty-two years provided also and I further will and direct that each of my said six sons respectively on attaining his age of twenty-two years shall out of the said general fund have and receive his said respective legacy of twenty thousand dollars And I do hereby also further will provide and direct that when the youngest of my said six sons shall attain the age of twenty-two years then after all and every of the said six several legacies of twenty thousand dollars each and the costs charges and expenses of the maintenance support and education aforesaid shall have been first paid all the then remaining surplus of interest and income arising from the said legacies and the

investments thereof as aforesaid together with the same investments and increases shall be equally divided amongst my said six sons part and share alike And in case either of my said six sons shall die leaving issue before his respective legacy shall become due and be paid then such issue shall take if one person solely and if several persons in equal parts the legacy and all the benefit and increase thereof that his her or their father would have taken if such father had survived to become entitled to and receive the same

Item As for and concerning all the rest residue and remainder of my estate not herein before otherwise disposed of it is my will that the same shall from time to time be added together and shall with all the increase thereof constitute one entire fund to be improved and increased in manner as directed with respect to the preceding bequests until my youngest son shall attain the age of twenty-two years And I do hereby order and direct authorize and empower my executors herein after named and the survivors and survivor of them to make the same an accumulating fund to be called the residuary fund by investing the same and all its future increase as it shall from time to time arise and accrue and be received in such like securities and in manner aforesaid and so continue to invest in manner aforesaid all the proceeds and interest and income thereof from time to time until my eldest son shall attain the age of twenty-two years and when my eldest son shall attain the said age of twenty-two years then I will and direct that he shall have and receive one sixth part of the interest and income annually arising from the said residuary fund for and during the term of his natural life to and for his absolute use and if he should die leaving a widow then from and after his decease his widow shall have and receive the said one sixth part of the interest and income annually arising from the said residuary fund for and during the then remainder of her natural life to her absolute use And I do further provide will and direct that each of my said sons in succession as he attains the age of twenty-two years shall in like manner have and receive one sixth part of the interest and income annually arising from the said residuary fund for and during the term of his natural life to and for his absolute use and in case either of them should die leaving a widow then from and after his decease his widow shall have and receive the said one sixth part of the interest and income annually arising from the said residuary fund for and during the then remainder of her natural life to her absolute use And in case of the death of either of my said sons leaving a widow and a child or children then after the death of his widow such child or children shall have and take equally amongst them one sixth part of the principal of the said residuary fund and of the interest that may then be accrued thereon And in case of the death of either of my sons leaving no widow but leaving

a child or children then from and after his decease such child or children shall have and take equally amongst them one sixth part of the principal of the said residuary fund and of the interest that may then be accrued thereon And in case either of my said sons shall die without leaving a widow or child or children living at his death or if leaving no widow but a child or children and such child or children shall die under age and without issue then and in each and every of these cases one sixth part of the principal of the said residuary fund and of the interest that may then be accrued thereon shall go and be paid to and be equally divided amongst my other surviving sons part and share alike

Provided also that if any mortgage or mortgages stocks or other securities in which any monies shall be invested under the directions of this my will shall be paid off then the monies thence arising shall again as soon as it can be done be re-invested in such like securities as aforesaid and so on from time to time whenever and as often as any such mortgage or mortgages stocks or other securities aforesaid shall be paid off to the end and intent that this my will may be carried into full effect according to the tenor and true meaning thereof And in correspondence with this object I do hereby further provide and do direct authorize and empower my trustees herein before named for my said daughter and the survivor of them and the executors and administrators of such survivor so far as respects the legacy and its increase intended for the benefit of my said daughter and also my executors herein after named and the survivors and survivor of them so far as respects the legacies herein before intended for my said sons to sell change or alter all or any of the stocks aforesaid and to re-invest the proceeds in such other stocks as they shall think proper in their discretion and as circumstances shall in their judgment call for such sale change or alteration so as to render the same more secure or productive and so on from time to time as to all investments and re-investments whenever and as often as they in their discretion shall or may think proper and most beneficial for my estate

And it is my further will that neither of the trustees aforesaid shall be liable or accountable for any loss that may arise by or in consequence of any investment or re-investments to be made by them respectively as aforesaid nor responsible for the acts deeds receipts or payments of the other or others of them but each one only separate and apart for his own respective acts deeds receipts and payments only and not otherwise

And provided lastly and I do hereby order and direct authorize and empower my executors herein after named or such and so many of them as shall take letters testamentary and the survivors and survivor of them whenever and as soon as they in their discretion shall think proper to bargain and sell

and absolutely dispose of all and singular my messuages lots of ground lands tenements hereditaments and real estate whatsoever and wheresoever unto any person or persons and for the best price or prices that can be reasonably had or gotten for the same either at public or private sale or sales and to sign seal execute acknowledge and deliver in due form of law all and every such deed or deeds conveyances and assurances in the law whatsoever as shall be necessary for granting conveying and assuring the same or any part or parcel thereof and the absolute fee simple and inheritance thereof or of any part or parcel thereof unto the purchaser or purchasers thereof and his her or their heirs and assigns forever and to apply the monies proceeding from the said sales and the other monies belonging to my estate from whatever source to the payment of the several legacies aforesaid and to the payment and discharge of my just debts and also to the uses and purposes of this my will But this power to my executors to sell is to be by them exercised in their sound discretion with reference to the real value of my several lands and tenements and with a special regard to the interest of my estate and without any needless sacrifice and until such sale or sales be thereof made my executors shall have power to let set and demise my real estate and to receive and take the rents issues and profits thereof and to apply the same to the uses and purposes of this my last will and testament Lastly I do hereby nominate constitute and appoint my friends A B, C D, E F, and G H all of the city of Philadelphia executors of this my last will and testament And I do hereby revoke annul and make void all former and other wills and testaments heretofore by me made and do declare this only to be my last will and testament In witness whereof I the said A B the testator have hereunto set my hand and seal the — day of — in the year of our Lord &c.

(L. s.)

Signed sealed published and declared by the said A B
 the testator as and for his last will and testament
 in the presence of us who in his presence and at his
 request and in the presence of each other have here-
 unto subscribed our names as witnesses

A particular Devise in a Will.

I give and devise to my niece E H all that my message or tenement and lot of ground situate &c together with the appurtenances to hold to her my said niece E H her heirs and assigns forever And it is my will that if my said niece E H shall leave a child alive at the time of her death then the real estate herein before given to my said niece E H shall go to such child in fee and if my said niece E H shall leave more children than one alive at the time of her death then the real

estate herein before given to my said niece E H shall go to such children in fee in equal parts as tenants in common And if my said niece shall leave a grandchild or grandchildren alive at the time of her decease, whose father or mother the child of my said niece E H shall then be dead it is my will that then such grandchild or grandchildren respectively shall take in fee as tenants in common in equal parts if more than one so much of the real estate herein before given to my said niece E H as such father or mother would have taken if alive at the time of the death of my said niece E H.*

A Devise and Bequest to a Wife in Bar of Dower.

Item I give and devise unto my beloved wife A B the free use occupation rents and income of all that my messuage or tenement and tract or parcel of land situate &c together with the appurtenances to hold to her my said beloved wife A B and her assigns for and during all the term of her natural life she paying the taxes thereof and keeping the buildings in tenantable repair And I do moreover give to my said wife to her absolute use the sum of five thousand dollars lawful money of the United States to be paid to her in six months next after my decease And it is my will and meaning that the provision herein before made for my said wife in manner and form as aforesaid shall be and shall be deemed adjudged and taken to be in lieu and bar of her dower or thirds or other portion of and in all my estate

A short Bequest of the interest of Stock for the maintenance and support of Wife and Children, &c.

I give and bequeath the interest and income of ten thousand dollars six per cent stock debt of the United States in the funds of the United States to A B and C D their executors and administrators for the separate use of my niece E F wife of T F so and upon this express trust and confidence that they the said trustees do and shall receive the interest and income to arise therefrom from and after the day of my decease and apply the same to and for the maintenance and support of the said E F and to the maintenance support and education of her

* It will be perceived that under this Devise, E H takes an estate of a peculiar nature; it may be a fee, or, by possibility, only an estate for her life. For, if she die without leaving a child or children, or a grandchild or grandchildren, living at her death, it would be a fee, which she might devise, or which, in case she should die intestate, would descend to her heirs at law, under the intestate laws. Otherwise, if she die, leaving a child or children, or a grandchild or grandchildren, living at her death, it would be only a life estate in her, and, upon her death, the fee would pass to them according to the form of the devise.

children born and to be born And if the said stock shall be paid off then my said trustees shall re-invest the proceeds in such other stocks as they shall think best in their names in trust and receive and apply the interest and income thence to arise to the like uses and purposes aforesaid and so on as often as any stock held or to be held under this trust shall be paid off and after the death of my said niece E F then in trust to pay over and divide the principal and all unapplied interest to and amongst all and every her children born and to be born that shall be alive at the time of her death in equal parts and if either of her children born and to be born shall be then dead leaving issue then such issue shall take in equal parts the share that his her or their parent would have taken if then living

Proviso in a Will to prevent the lapse of a Devise or Bequest, which, although not necessary since the Act of Assembly of 19th March, 1810, in the case of a child, or other lineal descendant of a Testator; yet, with regard to collaterals and others, a proviso of this sort is essential to prevent a lapse.

Provided always and I do hereby direct that if any of the devisees or legatees in this my will named shall die before me then the said devises and bequests shall not lapse but in the case of real estate such person and persons as shall be the heirs of the devisee shall take as the devisee would have taken if such devisee had survived and outlived me and where personal estate is given I direct that the same shall pass and go to the children of the legatee and for want of a child or children of the legatee then to the next akin of such legatee in the same manner that such legatee would have taken if such legatee had survived and outlived me

Clause in a Will, after the residuary Devise, providing for the payment of debts due Testator, and for the mutual payment of debts between the Children, and charging each one's share of the estate, with his respective debt, &c.

And it is my mind and will that whatever sum or sums of money I have loaned or may loan to any or either of my children and which may remain unpaid at the time of my decease shall be considered as part of my said residuary estate And it is my further mind and will that if any or either of my children shall have any just claim against any or either of the others of them either for monies loaned or paid or on account of any responsibilities then and in every such case I do hereby charge and make chargeable the part and share of my estate hereby given to or intended for such of them against whom

such claim or claims may be with the payment and discharge of such debts and responsibilities

Will recited in the Deed of Marriage Settlement at page 23.

Be it remembered that I C D of the city of Philadelphia gentleman being sick and weak in body but of sound and well disposing mind memory and understanding do hereby make and ordain my last will and testament in manner following that is to say First I will that all my just debts and funeral expenses be fully paid and discharged Item I give to my son G D all my wearing apparel my watch snuff-box buckles buttons and other trinkets Moreover I give and devise to my said son G D one equal and undivided half part of my messuage and lot of ground where I dwell situate &c with the appurtenances to hold to him my said son G D his heirs and assigns forever provided that if my said son shall die in his minority and without issue his said moiety shall go with the residue of my estate to his mother And I give devise and bequeath all the rest residue and remainder of my estate real and personal whatsoever unto my beloved wife A D her heirs executors administrators and assigns forever provided that my said wife for and out of the estate so devised to her shall be at the charge of the maintenance and education of my said son until he shall attain the age of twenty one years And I do hereby nominate and appoint my said wife and my friend H J executors of this my last will and testament hereby revoking all former and other wills and testaments heretofore by me made and declaring this only to be my last In witness whereof I the said C D the testator have hereunto set my hand and seal the tenth day of June in the year of our Lord one thousand eight hundred and twenty-seven

(L. s.)

Signed sealed published and declared by the said C D the testator as and for his last will and testament in the presence of us who in his presence and at his request and in the presence of each other have hereunto subscribed our names as witnesses

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Mortgages, on different kinds of paper
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Do. without the Warrant
Refunding Bond
Bond and Petition of Insolvents
Final Petition of Insolvents
Insolvent Notices
Discharge
Power of Attorney
Bill of Exceptions
General Release
Lease—different forms
Bill of Sale
Rule and Certificate of Reference
Letter of Instructions to Commissioners
Notice to enter Special Bail
Lien Entry for work or materials
Articles of separation between husband & wife
Assignment for the benefit of creditors
Petition for Divorce
Petition for Naturalization
Trial notice
Affidavit of defence
Proceedings against Tenant holding over.—
1st Notice. 2d Complaint. 3d Precept.
4th Inquisition. 5th Record. 6th Warrant
to make restitution.—Also all the
forms necessary under the new Act.
Notice of Rule to plead
Notice of the Meeting of Arbitrators.

Petition for Tavern Licence
Indentures of Apprenticeship
Marriage Certificate
Seamen's Protection
Seaman's Will
Summons, Warrant, Execution, and all other
forms commonly used by Magistrates


DECLARATIONS:

Commencement and Conclusion
Account stated
Money had and received
Money paid, laid out and expended
Money lent, &c.
Work, labour and materials
Use and occupation
Goods sold and delivered
A declaration containing several counts
Debt on Bond
Debt by Assignee of Bond: 1st, 2d and 3d assignments
On Bail Bond
On Bond, with confession of judgment
On Slander
Indorsee v. Indorser
Indorsee v. Maker
Payee v. Maker
On Bills of Exchange.
On Policy of Insurance
On boarding and lodging
Trove—for a single article, and for several articles of property

MERCHANTS' BLANKS.

Seamen's Articles
Bills of Exchange
Shipper's Manifest
Coastwise Manifest,
Import Entry, with Owner's and Agent's oaths
Export Entry, direct, 1, 2, and 3 oaths
Export Entry, coastwise, 1, 2, and 3 oaths
Do. Inland, do.
Bills of Lading, 1, 2, and 3 on a sheet
West India Entry
Inward Entry, coastwise and inland
Transportation Entry, inland
Certificate of Landing
Entry of Teas for long credit

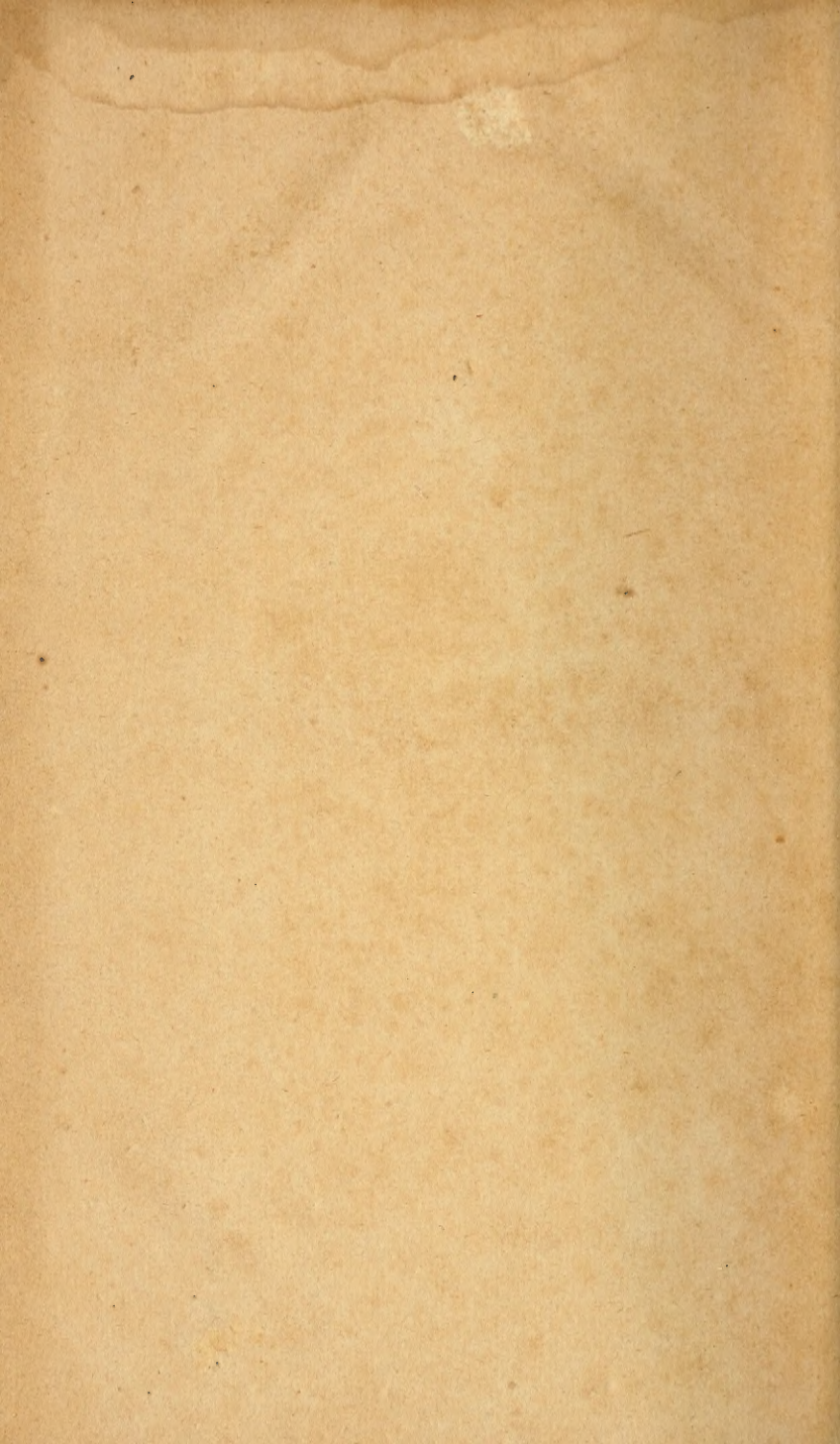
Crew List
Return of passengers
Entry of Goods to be taken from C. H. stores
Appraisement of Goods
Inward Manifest
Report and Manifest
Ex. Entry, inland or coastwise, 1, 2, and 3 oaths
Outward Entry, coastwise, 1, 2, and 3 oaths
Ex. Entry of goods received from two districts
Spirit Entry
Extract from original invoice
Freight List
Bills of Sale of Vessels
Entry of Goods to be deposited in C. H. stores

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